

Jennifer Wood
Mayor

J. Carlos Gomez
Mayor Pro Tem

Chuck McGuire
Councilmember

Donald Parris
Councilmember

Eugene Stump
Councilmember



AGENDA

**CITY OF CALIFORNIA CITY
JOINT MEETING OF THE SUCCESSOR AGENCY
FOR THE CALIFORNIA CITY REDEVELOPMENT AGENCY
AND THE CITY COUNCIL**

Tuesday May 8, 2018

Closed Session 5:30 pm
Regular Meeting 6:00 pm

Council Chambers
21000 Hacienda Blvd.
California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

*****At this time, please take a moment to turn off your cell phones*****

CLOSED SESSION 5:30 pm

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

ADOPT AGENDA

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given three minutes to speak.

CLOSED SESSION / CITY COUNCIL

CS 1. Pursuant to Cal. Gov't Code §54956.9(d)(1): Existing Litigation; City of California City v. Bob Dacey Golf, Kern County Superior Court No. BCV-17-100250

REGULAR MEETING 6:00 pm

CALL TO ORDER

PLEDGE OF ALLEGIANCE / INVOCATION

ROLL CALL

Councilmembers McGuire, Parris, Stump, Mayor Pro Tem Gomez, Mayor Wood

CITY CLERK REPORTS / LATE COMMUNICATIONS

PRESENTATIONS

STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado – Department Update

Fire David Stockwell – Department Update

Public Works Director Platt – Department Update

Budget Analyst Foster – Department Update

Parks & Recreation Supervisor Daverin – Parks and Recreation Update

AB 1234 – Council Updates

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

PUBLIC BUSINESS FROM THE FLOOR This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

CONSENT CALENDAR All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions. (Public comments to be limited to three minutes) Roll call vote required.

- CC 1. Approve City Check Registers dated through 05/03/18
- CC 2. Adopt **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA COUNCIL AUTHORIZING THE FINANCE ACCOUNTANT TO EXECUTE THE FEDERAL TRANSPORTATION ACT (FTA) SECTION 5311 OPERATING EXPENSE ASSISTANCE GRANT AND TITLE VI ASSURANCE AND URBAN MASS TRANSPORTATION CIVIL RIGHTS ASSURANCE"**
- CC 3. Adopt **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON APRIL 10, 2018"**
- CC 4. Notice of Completion: Acceptance of the Pool House Building Project
- CC 5. Consumer Confidence Report – Water Quality Report
- CC 6. Adopt **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR ASPEN MALL LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2018/2019, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE"**
- CC 7. Adopt **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA FOR PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE ASPEN MALL LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2018/2019"**
- CC 8. Adopt **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE ASPEN MALL LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2018/2019"**

PUBLIC HEARING / CITY COUNCIL

PH 1. Water Standby Charges Annual Assessments FY 2018/19 – Public Works Director Platt

PUBLIC HEARING PROCEDURE

- A. Mayor read the item
- B. Mayor reopen the Public Hearing open
- C. Hear staff report
- D. Council questions only
- E. Ask city clerk to report on any communication(s)
- F. Mayor call for public testimony
- G. Close Public Hearing by motion
- H. Council discussion
- I. Council motion and vote

Recommendation

Council discuss, take public testimony and adopt **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY ADOPTING WATER STANDBY CHARGES FOR THE FISCAL YEAR COMMENCING JULY 1, 2018"**

NEW BUSINESS / CITY COUNCIL

NB 1. SDI Loan Agreement Reinstatements – City Manager Stockwell

Recommendation

Council discuss, and adopt **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING LOAN AGREEMENTS AND RATIFICATION AND AMENDMENT TO PROMISSORY NOTES EVIDENCING LOANS BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY"**

NEW BUSINESS / SUCCESSOR AGENCY

NB 1. SDI Loan Agreement Reinstatements – Executive Director Stockwell

Recommendation

Council discuss and adopt **"A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY APPROVING LOAN AGREEMENTS AND RATIFICATION AND AMENDMENT TO PROMISSORY NOTES EVIDENCING LOANS BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY"**

NB 2. Pass-Thru Agreements – Kern County Superintendent of Schools, Mojave Unified School District and Repayment of Low/Mod Fund Loan – Executive Director Stockwell

Recommendation

Council discuss and adopt **"A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING CERTAIN PAYMENTS AS ENFORCEABLE OBLIGATIONS OF THE SUCCESSOR AGENCY OF THE CALIFORNIA CITY REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34179(h)(1) & 34171(d)(1)(G)"**

NB 3. Distribution of Funds from the Sale of Successor Agency Properties – Executive Director Stockwell

Recommendation

Council discuss and adopt **"A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING DISTRIBUTION OF FUNDS FROM PROPERTY DETAILED IN THE LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34191.5 FOR THE DISPOSITION OF REAL PROPERTY ASSETS OF THE FORMER CALIFORNIA CITY REDEVELOPMENT AGENCY"**

COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting or refer an item to staff.

Councilmember Parris
Councilmember Stump
Councilmember McGuire
Mayor Pro Tem Gomez
Mayor Wood

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk

Report Criteria:

Report type: Invoice detail
Bank Number = 1

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
04/18	04/30/2018	102291	California Peace Officers	Department Membership C	81650 - VOIDED	750.00-	750.00-
Total 102291:							750.00-
04/18	04/30/2018	102543	AV Roofing & Construction	Construction Trash Deposit	16593	500.00	500.00
Total 102543:							500.00
04/18	04/30/2018	102544	Gloria Flores De Romero	Construction Trash Deposit	16527	500.00	500.00
Total 102544:							500.00
04/18	04/30/2018	102545	JM Williams Construction	Construction Trash Deposit	16517	500.00	500.00
Total 102545:							500.00
04/18	04/30/2018	102546	Kevin Rice	Deposit Refund	POLITICAL SIGN 03	100.00	100.00
Total 102546:							100.00
04/18	04/30/2018	102547	Frontier	PD Outgoing Long Distance	070174-5 041318	279.85	279.85
04/18	04/30/2018	102547	Frontier	DAR Telephone service	081503-5 041918	3,739.94	3,739.94
Total 102547:							4,019.79
04/18	04/30/2018	102548	SoCalGas	Pool Construction Gas	047 144 4368 8 041	31.76	31.76
Total 102548:							31.76
Grand Totals:							4,901.55

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 4/30/18Finance Department 

CC 1.

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/18	05/03/2018	102549	Ilona Eubank	Political Sign Deposit Refun	DEPOSIT REFUND 3	100.00	100.00
Total 102549:							100.00
05/18	05/03/2018	102550	Frontier	ACO Telephone	040709-5 041318	28.32	28.32
Total 102550:							28.32
05/18	05/03/2018	102551	SoCalGas	Gas Service	173 738 1691 1 041	984.89	984.89
Total 102551:							984.89
05/18	05/03/2018	102552	Verizon	annual outbound long dista	63005157	.00	.00
05/18	05/03/2018	102552	Verizon	City Camera Data/Transmi	9805525124	.00	.00
05/18	05/03/2018	102552	Verizon	Engine Air Card Feb-Apr18	9805525125	.00	.00
Total 102552:							.00
05/18	05/03/2018	102553	Verizon Wireless	City Camera Data/Transmi	9805525124	152.26	152.26
05/18	05/03/2018	102553	Verizon Wireless	Engine Air Card Feb-Apr18	9805525125	114.03	114.03
Total 102553:							266.29
05/18	05/03/2018	102554	Verizon	annual outbound long dista	63005157	224.19	224.19
Total 102554:							224.19
05/18	05/03/2018	102555	AirNav, LLC	Online Advertising	1981069	110.00	110.00
Total 102555:							110.00
05/18	05/03/2018	102556	Alexander Enterprises, Inc	Monthly water billing	2546	3,121.93	3,121.93
Total 102556:							3,121.93
05/18	05/03/2018	102557	Alpha Power Systems, Inc	TDS Pumps - Central Park L	1700387	1,336.20	1,336.20
Total 102557:							1,336.20
05/18	05/03/2018	102558	Amber Chemical, Inc.	Hypochlorite Solution	0348292-IN	601.67	601.67
Total 102558:							601.67
05/18	05/03/2018	102559	AmeriPride	Uniform Maintenance	2100677268	176.09	176.09
05/18	05/03/2018	102559	AmeriPride	Uniform Repair/Maintenan	2100678788	175.10	175.10
Total 102559:							351.19
05/18	05/03/2018	102560	Borton Petrini LLP	R Aires Litigation	658609	389.10	389.10
Total 102560:							389.10
05/18	05/03/2018	102561	Burkhart, Michael	Tiny Tots Class	APR2018	203.00	203.00

PRE-ISSUED

VOID

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102561:							203.00
05/18	05/03/2018	102562	California Aviation Services, I	Helicopter Rental 6.5 hours	9113	4,575.00	4,575.00
Total 102562:							4,575.00
05/18	05/03/2018	102563	California Peace Officers Asso	Public Records Act Trainin	120340	250.00	250.00
Total 102563:							250.00
05/18	05/03/2018	102564	Central Valley Occupational	Dot 7 Panel Huizar	00183776-00	48.00	48.00
Total 102564:							48.00
05/18	05/03/2018	102565	Charter Communications	Police Basic Internet Pro 10	11143042118	1,303.80	1,303.80
Total 102565:							1,303.80
05/18	05/03/2018	102566	Chief Supply Corporation, Inc	Tactical Lights/Flashlights	430013	881.90	881.90
Total 102566:							881.90
05/18	05/03/2018	102567	Clark & Howard Towing	Towing Fees KME Breakdo	36528	1,200.00	1,200.00
Total 102567:							1,200.00
05/18	05/03/2018	102568	Classic Lock & Keys	Airport Terminal Door Loc	18087	354.44	354.44
Total 102568:							354.44
05/18	05/03/2018	102569	David Hammons	Tortoise Day Entertainmen	TORTOISE DAYS 20	150.00	150.00
Total 102569:							150.00
05/18	05/03/2018	102570	De Lage Landen, Inc	Copier Lease	58937158	208.07	208.07
Total 102570:							208.07
05/18	05/03/2018	102571	Deges, Daniel	Active Shooter Training Per	PERDIEM 042518	8.00	8.00
Total 102571:							8.00
05/18	05/03/2018	102572	Dennis Automotive	Unit 3006 Maintenance	18225	80.00	80.00
05/18	05/03/2018	102572	Dennis Automotive	Maintenance Supplies	18393	236.06	236.06
Total 102572:							316.06
05/18	05/03/2018	102573	Department of Justice	Livescans March 2018	295116	804.00	804.00
Total 102573:							804.00
05/18	05/03/2018	102574	Alex Alday	Overpayment	104439.07	52.99	52.99
Total 102574:							52.99
05/18	05/03/2018	102575	Samuel & Misty Biggs	Overpayment	104830.08	42.74	42.74

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/18	05/03/2018	102590	Theresa Grimshaw	Tortoise Days Booth Depos	TD DEP REFUND 18-	25.00	25.00
		Total 102590:					25.00
05/18	05/03/2018	102591	Kailey Hicks & Matthew Arnol	Deposit Refund	106172.06	12.12	12.12
		Total 102591:					12.12
05/18	05/03/2018	102592	Its A Wonderful World, Inc	Overpayment	101270.03	246.23	246.23
		Total 102592:					246.23
05/18	05/03/2018	102593	Leland Krelle	Deposit Refund	100838.04	21.54	21.54
		Total 102593:					21.54
05/18	05/03/2018	102594	Freddie Larson	Overpayment	105268.06	25.86	25.86
		Total 102594:					25.86
05/18	05/03/2018	102595	Debra Laws	Deposit Refund	103882.10	33.91	33.91
		Total 102595:					33.91
05/18	05/03/2018	102596	Life Line Screening	Deposit Refund	DEPOSIT REFUND	200.00	200.00
		Total 102596:					200.00
05/18	05/03/2018	102597	Robert Mahurien	Tortoise Days Booth Depos	TD DEP REF 18-10	25.00	25.00
		Total 102597:					25.00
05/18	05/03/2018	102598	Meister & Meister	Overpayment	104435.07	8.37	8.37
		Total 102598:					8.37
05/18	05/03/2018	102599	Gustavo Moreno	Deposit Refund	102293.05	25.08	25.08
		Total 102599:					25.08
05/18	05/03/2018	102600	Megan Nicholson & Birgit Bre	Deposit Refund	100691.02	6.23	6.23
		Total 102600:					6.23
05/18	05/03/2018	102601	Jeanie O'Laughlin	Tortoise Days Booth Depos	TD DEP REFUND 20	25.00	25.00
		Total 102601:					25.00
05/18	05/03/2018	102602	Christopher Orr	Overpayment	105872.05	35.67	35.67
		Total 102602:					35.67
05/18	05/03/2018	102603	PDA Jerky Enterprise	Tortoise Days Booth Depos	TD DEP REF 18-11	25.00	25.00
		Total 102603:					25.00
05/18	05/03/2018	102604	Roque Martinez	Overpayment	105250.05	35.67	35.67

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/18	05/03/2018	102618	Ferguson Waterworks	Supplies, Repairs and Maint	0631000	90.25	90.25
05/18	05/03/2018	102618	Ferguson Waterworks	Supplies, Repairs and Maint	0631245	165.14	165.14
05/18	05/03/2018	102618	Ferguson Waterworks	Inventory	0631249	1,685.94	1,685.94
Total 102618:							1,941.33
05/18	05/03/2018	102619	Great America Financial	Postage Machine Lease	22537267	1,044.18	1,044.18
Total 102619:							1,044.18
05/18	05/03/2018	102620	Gsolutionz Inc	Phone System Support	176998	788.00	788.00
Total 102620:							788.00
05/18	05/03/2018	102621	Helt Engineering, Inc	Local Agency Mgmt Prog 15	18-085	2,275.00	2,275.00
05/18	05/03/2018	102621	Helt Engineering, Inc	Eastside Taxiway 16414	18-086	6,385.00	6,385.00
05/18	05/03/2018	102621	Helt Engineering, Inc	SDR 17-02 Recording Fees	18-087	25.00	25.00
05/18	05/03/2018	102621	Helt Engineering, Inc	Balsitis Park ADA Restroo	18-088	3,015.30	3,015.30
05/18	05/03/2018	102621	Helt Engineering, Inc	WWTP Expansion 17418	18-089	1,267.50	1,267.50
Total 102621:							12,967.80
05/18	05/03/2018	102622	Holloway Environmental	Biosolids Removal	247	1,648.15	1,648.15
Total 102622:							1,648.15
05/18	05/03/2018	102623	Home Depot Credit Services	Facilities Maint. Supplies	5072823	254.83	254.83
05/18	05/03/2018	102623	Home Depot Credit Services	Facilities Maint. Supplies	9052955	429.00	429.00
Total 102623:							683.83
05/18	05/03/2018	102624	Inglis Imports, Inc.	K9 Tello Boarding	9805	128.00	128.00
Total 102624:							128.00
05/18	05/03/2018	102625	Inner-Tite Corp.	Barrel Locks	132113	1,554.65	1,554.65
Total 102625:							1,554.65
05/18	05/03/2018	102626	Interon LLC	2 Year Antivirus Subscripti	3102	212.85	212.85
Total 102626:							212.85
05/18	05/03/2018	102627	Kern County Fire Dept	Emergency Comm Ctr Disp	18-000389	17,861.01	17,861.01
Total 102627:							17,861.01
05/18	05/03/2018	102628	Kern County General Services	CJIS Access License Fee	1160-00382	1,575.00	1,575.00
Total 102628:							1,575.00
05/18	05/03/2018	102629	Keystone Uniform Depot	Holster - Ortega	065219	218.95	218.95
Total 102629:							218.95
05/18	05/03/2018	102630	Kieffe & Sons Ford	Unit 309 Repair	33781	2,476.67	2,476.67
Total 102630:							2,476.67

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/18	05/03/2018	102631	Lancaster Plumbing Supplies I	Strata Center Flush Valves	T1084040	229.00	229.00
Total 102631:							229.00
05/18	05/03/2018	102632	McCain	LED Signal Lights	INV0229008	46.12	46.12
Total 102632:							46.12
05/18	05/03/2018	102633	Middleton, Keith	Mileage Reimbursement Ap	MILEAGE APR2018	33.14	33.14
Total 102633:							33.14
05/18	05/03/2018	102634	Mission Uniform Service	Laundry Service PD	507183745	53.88	53.88
05/18	05/03/2018	102634	Mission Uniform Service	Laundry Service PD	507229461	52.57	52.57
05/18	05/03/2018	102634	Mission Uniform Service	Laundry Service PD	507276915	52.57	52.57
Total 102634:							159.02
05/18	05/03/2018	102635	Modular Space Corp.	Storage Facility	502405180	449.49	449.49
Total 102635:							449.49
05/18	05/03/2018	102636	Mojave Desert News	Ren Fair Ads	49998	245.00	245.00
05/18	05/03/2018	102636	Mojave Desert News	Holiday Village Ads	50091	199.50	199.50
05/18	05/03/2018	102636	Mojave Desert News	Holiday Village Ads	50127	100.00	100.00
05/18	05/03/2018	102636	Mojave Desert News	Legal Ads/Public Hearing	50627	54.75	54.75
05/18	05/03/2018	102636	Mojave Desert News	Tortoise Days Booth Depos	TD DEP REF 18-14	25.00	25.00
Total 102636:							624.25
05/18	05/03/2018	102637	MuniTemps	Planning Dept Staffing	128203	3,069.00	3,069.00
Total 102637:							3,069.00
05/18	05/03/2018	102638	Norm Hill Aviation	Airport Internet	2998	50.00	50.00
05/18	05/03/2018	102638	Norm Hill Aviation	ACO Internet Services	2999	50.00	50.00
Total 102638:							100.00
05/18	05/03/2018	102639	Office Depot	Parks Copy Paper	128694918001	385.97	385.97
05/18	05/03/2018	102639	Office Depot	Parks Office Supplies	128960085001	125.17	125.17
Total 102639:							511.14
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	659693	1.88	1.88
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	659876	41.80	41.80
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660055	482.35	482.35
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660093	31.04	31.04
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660127	433.28	433.28
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660235	43.98	43.98
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660262	38.55	38.55
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660268	304.74	304.74
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660304	11.53	11.53
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660376	43.43	43.43
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660379	117.59	117.59
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660451	22.52	22.52
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660452	9.63	9.63
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660494	8.53	8.53
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660718	53.41	53.41

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	660766	77.35-	77.35-
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	661112	565.28	565.28
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	661164	175.84	175.84
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	661187	38.85	38.85
05/18	05/03/2018	102640	Palmdale Auto Parts	PD Auto Parts	661249	197.94-	197.94-
Total 102640:							2,125.88
05/18	05/03/2018	102641	Patterson Veterinary Supply, I	Animal Shelter Supplies	0031511458	88.48	88.48
Total 102641:							88.48
05/18	05/03/2018	102642	Perry, Diane	Cleaning supplies Animal C	31010	138.87	138.87
Total 102642:							138.87
05/18	05/03/2018	102643	Petroleum Tank Testing, Inc	Monitoring Certification	13679	875.00	875.00
05/18	05/03/2018	102643	Petroleum Tank Testing, Inc	Fuel Pump Repair	13803	633.00	633.00
Total 102643:							1,508.00
05/18	05/03/2018	102644	Preferred Towing	Unit 304 Tow	16493	430.42	430.42
05/18	05/03/2018	102644	Preferred Towing	Unit 309 Tow	16544	128.80	128.80
05/18	05/03/2018	102644	Preferred Towing	Unit 308 Tow	16545	128.80	128.80
05/18	05/03/2018	102644	Preferred Towing	Unit 326 Tow	16635	143.80	143.80
05/18	05/03/2018	102644	Preferred Towing	Unit 398 Tow	16645	66.40	66.40
05/18	05/03/2018	102644	Preferred Towing	Unit 329 Tow	16646	60.00	60.00
Total 102644:							958.22
05/18	05/03/2018	102645	Public Safety Technologies	Radar/Lidar Certification	97726	316.00	316.00
Total 102645:							316.00
05/18	05/03/2018	102646	Reliable Air Condit. & Heating	New Restroom Return Air	18329	201.00	201.00
05/18	05/03/2018	102646	Reliable Air Condit. & Heating	Refund for invoice 17928	18331	1,700.00-	1,700.00-
05/18	05/03/2018	102646	Reliable Air Condit. & Heating	Card Room A/C Repair	18345	70.00	70.00
05/18	05/03/2018	102646	Reliable Air Condit. & Heating	Ice Machine Servcie	18386	395.00	395.00
05/18	05/03/2018	102646	Reliable Air Condit. & Heating	Pool Building A/C	18387	3,560.00	3,560.00
Total 102646:							2,526.00
05/18	05/03/2018	102647	Robertson's	79th Street Project Material	198767	443.53	443.53
Total 102647:							443.53
05/18	05/03/2018	102648	RSI Petroleum	OHV Ground Ops Fuel	1070504	448.47	448.47
05/18	05/03/2018	102648	RSI Petroleum	Fuel PD	1070822	36.25	36.25
05/18	05/03/2018	102648	RSI Petroleum	OHV Ground Ops Fuel	1070835	190.92	190.92
05/18	05/03/2018	102648	RSI Petroleum	Fuel PD	1070889	4,250.45	4,250.45
05/18	05/03/2018	102648	RSI Petroleum	PW Fuel	1070890	2,403.49	2,403.49
05/18	05/03/2018	102648	RSI Petroleum	PW Fuel	1070913	910.51	910.51
05/18	05/03/2018	102648	RSI Petroleum	OHV Ground Ops Fuel	1070914	723.66	723.66
05/18	05/03/2018	102648	RSI Petroleum	Fire Fuel	1070915	1,100.55	1,100.55
05/18	05/03/2018	102648	RSI Petroleum	City Manager Fuel	1070916	21.72	21.72
05/18	05/03/2018	102648	RSI Petroleum	PW Fuel	1070917	320.94	320.94
05/18	05/03/2018	102648	RSI Petroleum	PW Fuel	1070918	918.85	918.85
05/18	05/03/2018	102648	RSI Petroleum	Code Enf Fuel	1070938	32.64	32.64
05/18	05/03/2018	102648	RSI Petroleum	OHV Ground Ops Fuel	1070940	228.96	228.96

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
05/18	05/03/2018	102648	RSI Petroleum	OHV Ground Ops Fuel	1070947	137.15	137.15
05/18	05/03/2018	102648	RSI Petroleum	PW Fuel	1070952	35.37	35.37
05/18	05/03/2018	102648	RSI Petroleum	PW Fuel	1070962	100.63	100.63
Total 102648:							11,860.56
05/18	05/03/2018	102649	S.C. Friends Tire Inc.	Unit 473 Tire Alignment	33369	55.00	55.00
05/18	05/03/2018	102649	S.C. Friends Tire Inc.	Tire Service	33443	1,098.07	1,098.07
05/18	05/03/2018	102649	S.C. Friends Tire Inc.	Tire Service	33447	935.47	935.47
05/18	05/03/2018	102649	S.C. Friends Tire Inc.	Unit 617 Replacement Tire	33453	338.74	338.74
05/18	05/03/2018	102649	S.C. Friends Tire Inc.	Tire Service	33463	1,288.97	1,288.97
Total 102649:							3,716.25
05/18	05/03/2018	102650	Santa Fe Winwater Company	Valve Bolt Kits - Gaskets	009087	164.09	164.09
05/18	05/03/2018	102650	Santa Fe Winwater Company	Valve Bolt Kits - Gaskets &	009103	202.70	202.70
Total 102650:							366.79
05/18	05/03/2018	102651	Sirchie Fingerprint Labs	Evidence Materials	0345157-IN	421.54	421.54
Total 102651:							421.54
05/18	05/03/2018	102652	Sparkletts	PW Water	4687417 042018	44.85	44.85
Total 102652:							44.85
05/18	05/03/2018	102653	Statewide Safety & Signs	Radar Speed Sign	12006881	5,393.00	5,393.00
05/18	05/03/2018	102653	Statewide Safety & Signs	Street Signs	12007305	601.66	601.66
Total 102653:							5,994.66
05/18	05/03/2018	102654	Tyack's Tires, Inc	Tire Maintenance	181939	486.13	486.13
05/18	05/03/2018	102654	Tyack's Tires, Inc	Tire Maintenance	182019	2,260.04	2,260.04
Total 102654:							2,746.17
05/18	05/03/2018	102655	UPS	Service Charges	0000Y0573V178	105.03	105.03
Total 102655:							105.03
05/18	05/03/2018	102656	VCES Bakersfield	Equipment Repair Street U	P505014355	516.15	516.15
05/18	05/03/2018	102656	VCES Bakersfield	Equipment Repair Street U	P505014368	850.84	850.84
05/18	05/03/2018	102656	VCES Bakersfield	Equipment Repair Street U	P505014369	351.41	351.41
Total 102656:							1,718.40
05/18	05/03/2018	102657	Walters, Jack	County Paramedic Cert	3391 CERT 04/18	64.00	64.00
05/18	05/03/2018	102657	Walters, Jack	Walters Paramedic Recert	P16557 04/18	200.00	200.00
Total 102657:							264.00
05/18	05/03/2018	102658	Wells Fargo Financial Leasing	Copier Lease	5004770826	733.58	733.58
05/18	05/03/2018	102658	Wells Fargo Financial Leasing	Copier Overages	5004770827	425.70	425.70
Total 102658:							1,159.28
05/18	05/03/2018	102659	Wofford, Rebecca	Active Shooter Training Per	PERDIEM 042518	8.00	8.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 102659:							8.00
05/18	05/03/2018	102660	Zee Medical	First Aid Supplies	34-225094	84.30	84.30
05/18	05/03/2018	102660	Zee Medical	First Aid Supplies	34-225171	377.14	377.14
Total 102660:							461.44
05/18	05/03/2018	102661	Big West Corp.	2017/2018 Water Standby	234-021-13-7	175.00	175.00
05/18	05/03/2018	102661	Big West Corp.	2017/2018 Water Standby	234-021-14-5	175.00	175.00
05/18	05/03/2018	102661	Big West Corp.	2017/2018 Water Standby	234-021-15-2	175.00	175.00
05/18	05/03/2018	102661	Big West Corp.	2017/2018 Water Standby	234-021-16-0	175.00	175.00
Total 102661:							700.00
Grand Totals:							107,466.77

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 5/3/18Finance Department Cynthia Juss

Report Criteria:

Report type: Invoice detail
Bank Number = 1

RESOLUTION NO. 05-18-2734

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CALIFORNIA CITY AUTHORIZING THE FINANCE ACCOUNTANT
TO EXECUTE THE FEDERAL TRANSPORTATION ACT (FTA)
SECTION 5311 OPERATING EXPENSE ASSISTANCE GRANT
AND TITLE VI ASSURANCE AND URBAN MASS TRANSPORTATION
CIVIL RIGHTS ASSURANCE**

BE IT RESOLVED by the City Council of the City of California City that the Finance Accountant is authorized to execute the FTA Section 5311 Operating Expense Assistance Grant Agreement for and on behalf of the City of California City to be used for the operation of the Dial-A-Ride system; and the Standard DOT Title VI Assurance and Urban Mass Transportation Civil Rights Assurance.

PASSED, APPROVED AND ADOPTED on the 8th day of May 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, Jennifer Wood

ATTEST:

Denise Hilliker, City Clerk

(SEAL)

CC 2.

RESOLUTION NO. 05-18-2735

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CALIFORNIA CITY DECLARING THE RESULTS OF
THE SPECIAL ELECTION HELD ON
APRIL 10, 2018**

THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY RESOLVES as follows:

1. Purpose

A special election was conducted by the City on April 10, 2018, in time, form and manner required by the Elections Code. Pursuant to resolution, the County Clerk canvassed the returns of the election and certified the results. The results are received, attached and made a part hereof as Exhibit "A"

2. Votes Cast

The total (ballots) cast in the City, including absent voter ballots, were 1,881.

3. Ballot Measure Results

(a) At the April 10, 2018 election, one ballot measure was considered by the voters.

(b) Measure B, relating to the Special Parcel Tax, which was placed on the ballot by Resolution No. 01-18-2718 and required a two-thirds vote for passage, has failed.

(d) The total votes, for and against each measure are listed on Exhibit "A" attached.

(e) The City Council determines and declares that the results of the election are as set forth in this section.

4. Certification

The City Clerk shall enter on the City's records a statement of the results of the election.

PASSED, APPROVED AND ADOPTED on May 8, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer Wood, Mayor

ATTEST:

Denise Hilliker, City Clerk

(SEAL)

Exhibit A

4/20/2018 8:28:13 AM

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

Election Summary Report
Special Election
Kern County
April 10, 2018
Official Final Results

Precincts Reported: 0 of 28 (0.00%)
Registered Voters: 3,357 of 20,555 (16.33%)
Ballots Cast: 3,357

BAKERSFIELD CITY SCHOOL BOARD MEMBER # 3 (Vote for 1)

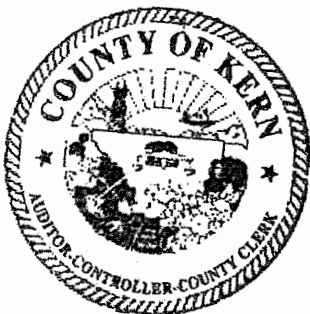
Precincts Reported: 0 of 22 (0.00%)

		Total	
Times Cast	1,476 / 15,174	9.73%	
Candidate		Total	
RALPH ANTHONY	475	32.65%	
EDGAR AGUILASOCHO	377	25.91%	
RUPERT GREGORIO	356	24.47%	
VICKI LYNN BILLINGTON	247	16.98%	
		Total	

CITY OF CALIFORNIA CITY TAX MEASURE B - 2/3RDS (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total	
Times Cast	1,881 / 5,381	34.96%	
Candidate		Total	
Yes	1,105	58.81%	
No	774	41.19%	
		Total	



THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST

4-20-18
MARY B. BEDARD, Auditor-Controller-County Clerk
in and for the County of Kern

BY

all Deputy County Clerk

CERTIFICATE OF COUNTY CLERK AS TO RESULT OF THE CANVASS
OF THE SPECIAL ELECTION
HELD APRIL 10, 2018

STATE OF CALIFORNIA }
COUNTY OF KERN } ss

I, MARY B. BEDARD, Auditor-Controller-County Clerk, County of Kern, State of California, HEREBY CERTIFY that I have canvassed the returns of the votes cast at the SPECIAL ELECTION held on April 10, 2018 and that the whole number of votes cast for and against each candidate and the whole number of votes cast for and against each measure, as posted and on file, are full, true and correct.

IN WITNESS WHEREOF I do hereby set my hand and the Official Seal of the County of Kern this 20th day of April 2018.



Mary B. Bedard
MARY B. BEDARD
Auditor-Controller-County Clerk
County of Kern
State of California

CITY COUNCIL

May 8, 2018

TO: Mayor and City Council

FROM: Joe Barragan Building Official

SUBJECT: Acceptance of the Pool House Building

BACKGROUND: On June 28, 2014 the California City Pool House Building caught on fire. The structure suffered significant damage from the fire. Several attempts were made to rebuild the existing structure but the bids to rebuild the Pool House were prohibitive. In 2016, the City agreed to take a walk away number of \$500,000 from the insurance company in hopes that the City could build the building for less. Late in 2016, City Staff put the project out to bid and different contractors were contracted to help build the Pool House Building. On April 17, the project officially started. The cost to build the building was under \$450,000. The project was completed and accepted by Joe Barragan on April 18, 2018.

RECOMMENDATION: The City Council approves the acceptance of the New Pool House Building.

ATTACHMENTS:

1. Notice of Acceptance
2. Notice of Completion

FISCAL IMPACT: None

ENVIRONMENTAL ACTION: N/A

The Finance Department has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

Recording Requested By:

CITY OF CALIFORNIA CITY

When Recorded Mail to:

City of California City
21000 Hacienda Blvd.
California City, CA 93505

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of California City

3. The **FULL ADDRESS** of the **OWNER** is 21000 Hacienda Blvd. California City, CA 93505

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** April 18, 2018

8. The work of improvement completed is described as follows: A new Pool House located at 10460 Heather Ave in the City of California City.

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Western Pacific Roofing, Parker Construction, KJI Plumbing, Reliable A/C & Heating, RJ Gacho, and Pepper Williams Construction

10. The street address of said property is: 10460 Heather Ave

11. The property on which said work of improvement was completed is in the City of California City, County of Kern, State of California, and is described as follows: A new 2400 square foot Pool House Building.

(Mayor)

Date

Jennifer Woods – City Mayor

Verification for INDIVIDUAL owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Signature of Owner named in paragraph 2

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **City Mayor** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Jennifer Woods – City Mayor

(Mayor)

SUBSCRIBED AND SWORN TO before me on _____

Denise Hilliker, City Clerk
City of California City



**City of California City
Building Department
21000 Hacienda Blvd
California City, CA 93505**

NOTICE OF ACCEPTANCE

NOTICE IS HEREBY GIVEN that the City Building Official, City of California City, State of California, by and through the powers vested in his office by the Members of the City Council has reviewed and accepted as complete the work performed under contracts by the Contractors.

The information pertinent to this Notice is as follows:

1. Owner: City of California City
2. Contractors: Western Pacific Roofing, Parker Construction, KJI Plumbing, Reliable A/C & Heating, RJ Gacho, and Pepper Williams Construction.
3. Inspector of Record: Joe Barragan, Building Official
4. Contracts For: Pool House
10460 Heather Ave
California City, CA 93505
5. Date of Contract: April 17, 2017
6. Date of Completion: April 18, 2018

I, Joe Barragan, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contracts have been met and are accepted on April 18, 2018.

Joe Barragan
Building Official – City of California City

Period	Date	Journal	Reference	Description	Amount
11/17	11/2/2017	AP	487.0001	All-Phase Electric Supply Co.	101.86
11/16	10/28/2016	AP	117.0001	Andrew Parker	4,800.00
11/16	11/10/2016	AP	350.0001	Andrew Parker	500.00
01/17	1/22/2017	AP	550.0001	Andrew Parker	1,330.00
05/17	4/27/2017	AP	120.0001	Andrew Parker	900.00
07/17	7/31/2017	AP	271.0001	Andrew Parker	12,000.00
08/17	7/21/2017	AP	13.0001	Andrew Parker	7,475.78
08/17	7/21/2017	AP	43.0001	Andrew Parker	(7,475.78)
08/17	8/11/2017	AP	221.0001	Andrew Parker	10,000.00
09/17	8/23/2017	AP	56.0001	Andrew Parker	10,034.22
11/17	10/31/2017	AP	144.0001	Andrew Parker	4,390.00
12/16	10/31/2016	AP	207.0001	BSK & Associates	3,200.00
02/17	1/31/2017	AP	454.0001	City Hardware	456.71
03/17	2/28/2017	AP	373.0001	City Hardware	415.86
05/17	4/30/2017	AP	419.0001	City Hardware	29.45
06/17	4/30/2017	AP	47.0001	City Hardware	20.65
08/17	7/20/2017	AP	148.0001	City Hardware	7,475.78
08/17	8/31/2017	AP	598.0001	City Hardware, Inc	82.52
11/17	10/31/2017	AP	358.0001	City Hardware, Inc	42.30
12/17	11/30/2017	AP	205.0001	City Hardware, Inc	1,368.63
12/17	11/27/2017	AP	400.0001	Comfort Zone	5,995.00
11/16	9/29/2016	AP	141.0001	DuroBeam Corp.	1,275.00
09/17	8/15/2017	AP	484.0001	DuroBeam Corp.	1,730.00
05/17	4/24/2017	AP	35.0001	Fence Masters	1,596.00
11/17	11/20/2017	AP	336.0001	Fence Masters	2,000.00
06/17	5/21/2017	AP	2.0001	Home Depot Credit Services	97.58
05/17	5/1/2017	AP	211.0001	KJI Plumbing	16,910.00
06/17	6/5/2017	AP	399.0001	KJI Plumbing	4,750.00
09/17	9/18/2017	AP	495.0001	KJI Plumbing	16,150.00
10/17	10/16/2017	AP	238.0001	KJI Plumbing	11,400.00
03/18	3/27/2018	AP	1013.0001	KJI Plumbing	12,753.75

Period	Date	Journal	Reference	Description	Amount
03/18	3/27/2018	AP	1014.0001	KOI Plumbing	3,261.25
08/17	8/22/2017	AP	536.0001	Main Electric Supply Co.	2,495.94
08/17	8/22/2017	AP	537.0001	Main Electric Supply Co.	448.50
09/17	9/11/2017	AP	499.0001	Main Electric Supply Co.	1,508.55
09/17	9/11/2017	AP	500.0001	Main Electric Supply Co.	52.98
09/17	9/11/2017	AP	501.0001	Main Electric Supply Co.	2,403.24
09/17	9/11/2017	AP	502.0001	Main Electric Supply Co.	65.84
09/17	9/11/2017	AP	503.0001	Main Electric Supply Co.	2,452.50
09/17	9/11/2017	AP	504.0001	Main Electric Supply Co.	67.77
01/18	1/3/2018	AP	337.0001	Main Electric Supply Co.	99.00
01/18	1/3/2018	AP	338.0001	Main Electric Supply Co.	161.63
01/18	1/3/2018	AP	339.0001	Main Electric Supply Co.	1.64
01/18	1/3/2018	AP	340.0001	Main Electric Supply Co.	98.33
01/18	1/3/2018	AP	341.0001	Main Electric Supply Co.	894.45
09/17	9/13/2017	AP	207.0001	Petty Cash - Finance	42.14
02/18	1/26/2018	AP	30.0001	Petty Cash - Finance	11.22
06/17	6/30/2017	JE	106722.0001	Reclassifying pool house renovations @ 6/30/17	8,695.00
09/17	8/31/2017	AP	36.0001	Reliable Air Condit. & Heating	11,640.00
05/17	5/12/2017	AP	583.0001	RJ Gacho	20,460.00
06/17	5/25/2017	AP	172.0001	RJ Gacho	16,368.00
11/17	10/24/2017	AP	234.0001	RJ Gacho	6,980.00
11/17	11/1/2017	AP	235.0001	RJ Gacho	6,048.00
12/17	11/21/2017	AP	413.0001	RJ Gacho	672.00
03/18	3/22/2018	AP	785.0001	Signs of Success	1,487.05
03/18	3/22/2018	AP	785.0002	Signs of Success	250.00
03/18	3/22/2018	AP	785.0003	Signs of Success	118.96
06/17	6/8/2017	AP	391.0001	Sim Sanitation	20.00
08/17	8/7/2017	AP	307.0001	Sim Sanitation	20.00
09/17	7/21/2017	AP	92.0001	Sim Sanitation	20.00
12/17	11/22/2017	AP	399.0001	Sim Sanitation	20.00
01/18	1/8/2018	AP	319.0001	Sim Sanitation	20.00

Period	Date	Journal	Reference	Description	Amount
11/16	8/18/2016	AP	354.0001	Southern Calif Gas Company	5,394.11
09/16	4/27/2016	AP	181.0001	Southern California Edison	2,264.09
04/17	4/8/2017	AP	347.0001	Staples Advantage	18.44
08/16	8/2/2016	JE	18703.0001	To reclassify pool house renovation expenditures @ 8/2016	21,672.75
09/17	9/11/2017	AP	488.0001	Uni-Corn Supply Inc	2,339.60
02/17	2/2/2017	AP	451.0001	United Rentals	1,853.20
11/17	10/25/2017	AP	15.0001	US Bank Corporate Payment	70.47
03/18	3/26/2018	AP	858.0001	US Bank Corporate Payment	15.85
03/18	3/26/2018	AP	858.0002	US Bank Corporate Payment	1.15
03/18	3/26/2018	AP	860.0001	US Bank Corporate Payment	74.90
03/18	3/26/2018	AP	860.0002	US Bank Corporate Payment	5.43
11/16	11/7/2016	AP	435.0001	Walters Wholesale Electric Co.	1,293.31
01/17	12/21/2016	AP	403.0001	Walters Wholesale Electric Co.	8,600.00
05/17	4/14/2017	AP	193.0001	Walters Wholesale Electric Co.	427.93
05/17	4/21/2017	AP	194.0001	Walters Wholesale Electric Co.	350.33
05/17	4/26/2017	AP	196.0001	Walters Wholesale Electric Co.	827.25
05/17	4/28/2017	AP	192.0001	Walters Wholesale Electric Co.	1,179.75
05/17	5/2/2017	AP	571.0001	Walters Wholesale Electric Co.	75.05
06/17	6/21/2017	AP	569.0001	Walters Wholesale Electric Co.	737.45
08/17	7/31/2017	AP	23.0001	Walters Wholesale Electric Co.	1,497.82
08/17	8/10/2017	AP	310.0001	Western Pacific Roofing	38,160.00
11/17	9/22/2017	AP	221.0001	Western Pacific Roofing	4,240.00
12/17	12/28/2017	AP	539.0001	Williams Construction	30,600.00
02/18	12/28/2017	AP	163.0001	Williams Construction	38,760.00
03/18	3/14/2018	AP	683.0001	Williams Construction	43,538.00
03/18	3/15/2018	AP	682.0001	Williams Construction	650.00
					423,336.18

CITY COUNCIL

May 8, 2018

TO: Mayor the City Council

FROM: Craig Platt, Public Works Director

SUBJECT: Consumer Confidence Report – Water Quality

.....

BACKGROUND:

Federal and State laws require the City to produce an annual water quality report to the residents of which it serves. For many years staff has prepared and distributed via the Postal Service on an annual basis and has proven to be quite time consuming and expensive, often pulling from several other departments to complete the mailing task.

The report details contaminants that may or may not be in our drinking water system, The city must abide by the regulations as set forth by the United States Environmental Protection Agency (USEPA), and the California Department of Public Health. Typically, this report contains 8 pages, (double sided 4). Each report must be folded, tabbed per Postal Regulations and addressed to all 4,315 (approx.) Water Customers.

Last year, the city expended approximately \$3,725.05
Staff Salaries \$1398 – approx. 40hrs. 4 staff members @8 hrs., one staff member 15 hours.
Office Supplies, ink, labels, tabs, approx. \$299.00
Postage \$2,028.05

Quotes were sought, both locally and nationwide, from companies that offer mailing services to include prepping, sorting etc. Only one quote was received back.

RECOMMENDATION:

Council review and direct the Public Works Director to move forward with Hall Letter Shop, Inc. to prepare and mail the 2017 Consumer Confidence Report to our residents.

FISCAL IMPACT:

Budget line item: 55-5117-245 \$3,206.05

ENVIRONMENTAL ACTION:

None

Attachments: Estimate from HALL Letter Shop Inc.



HALL Letter Shop, Inc.

PRINTING & MAILING CENTER

ESTIMATE

May 3, 2018

City of California City

ATTN: Craig Platt
7700 Moss Ave
California City, CA 93505
pwwir@californiacity-ca.gov

8 page Water Report Mailing 4500 pieces

Print

2-11 x 17 sheets, 70# offset
Black ink 2 sides
Collate, fold, booklet stitch & fold to 8.5 x 5.5
Digital-art to be provided by customer

\$1455.00

plus tax

Mail Prep

Process customer list, ink jet address, triple tab, sort, bundle & mail

\$639.80

Postage

Approximate 3rd class postage on HLS permit

\$1111.25

5-7 business days' production after approval of proof

Thank you!

**Postage must be paid 2 days prior to mailing.
We do not accept credit card payments for postage.**

All Estimates/Proposals are valid for 30 calendar days from the date of Estimate/Proposal and are subject to change upon review if specifications are not as represented by customer. Subject to Hall Letter Shop's Terms and Conditions.

CITY COUNCIL

April 8th, 2018

TO: Mayor and Council

FROM: Craig Platt, Public Works Director

Subject: Aspen Mall Lighting and Landscape District Resolutions

Background:

Attached are the three resolutions that allow the City of California City to levy and collect assessments for the Aspen Mall Landscaping and Lighting District for FY 18/19. This is an annual requirement that pays for the parking lot lighting and landscape maintenance at the mall. The fund is budgeted to earn approximately \$32,000 annually and pays for the common area lighting, water, and landscaping within the mall.

Recommendation: Council adopted the resolutions as presented and sets the Public Hearing for May 22, 2018.

Financial Impact: Projected Revenue per Engineer's Report \$31,568.90

"Finance Director has reviewed and approved as being in conformity with the City's budget"

Environmental Impact: None

RESOLUTION NO. 05-18-2736

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY,
CALIFORNIA INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASSESSMENTS FOR ASPEN MALL LANDSCAPING AND LIGHTING DISTRICT,
FISCAL YEAR 2018/2019, PURSUANT TO THE PROVISIONS OF PART 2 OF
DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

The City Council of the City of California City (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council by previous Resolutions formed and levied annual assessments for the Aspen Mall Landscaping and Lighting District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500)* (hereafter referred to as the "Act"); and,

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessment for the District on the Kern County tax roll on behalf of the City of California City to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District, to prepare and file an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") with the City Clerk in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1: The City Council hereby orders Willdan Financial Services to prepare and file with the City Clerk the Engineer's Report concerning the levy of assessments for the District for the fiscal year commencing July 1, 2018, and ending June 30, 2019, in accordance with *Chapter 3, Section 22622* of the Act.

Section 2: The proposed improvements within the District include: turf, ground cover, shrubs, trees, drainage systems, irrigation systems, lighting, hardscape, and associated appurtenances within the public easements and right-of-ways within the District. The Engineer's Report describes the improvements and any substantial changes in existing improvements.

PASSED, APPROVED, AND ADOPTED this 8th day of May 2018.

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF CALIFORNIA CITY)

Jennifer Wood, Mayor
City of California City

I, Denise Hilliker, City Clerk of the City of California City, County of Kern, State of California do hereby certify that the foregoing Resolution No.05-18-2736 was regularly adopted by the City Council of said City of California City at a regular meeting of said council held on the 8th day of May 2018 by the following vote:

Ayes:

Noes:

Absent:

Abstained:

Denise Hilliker, City Clerk
City of California City

RESOLUTION NO. 05-18-2737

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY,
CALIFORNIA FOR PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT
REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR
THE ASPEN MALL LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR
2018/2019**

The City Council of the City of California City (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, this City Council pursuant to provisions of the *Landscaping and Lighting Act of 1972 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code* (hereafter referred to as the "Act") did by previous Resolution, order the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") for the District known and designated as the Aspen Mall Landscaping and Lighting District (hereafter referred to as the "District") for fiscal year 2018/2019; and,

WHEREAS, there has been presented to this City Council the Engineer's Report as required by *Chapter 3, Section 22623* of said Act; and,

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented. This City Council is preliminarily satisfied with each of the budget items and documents as set forth therein and is satisfied that the levy amounts have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: That the above recitals are true and correct.

Section 2: That the "Engineer's Report" as presented, consists of the following:

- a) A Description of Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance).
- c) A diagram of the District that identifies the parcels within the District.
- d) The District Roll containing the proposed levy of assessments for each Assessor Parcel within the District for fiscal year 2018/2019.

Section 3: The "Engineer's Report" as presented or as amended is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED, AND ADOPTED this 8th day of May 2018.

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF CALIFORNIA CITY)

Jennifer Wood, Mayor
City of California City

I, Denise Hilliker, City Clerk of the City of California City, County of Kern, State of California do hereby certify that the foregoing Resolution No. 05-18-2737 was regularly adopted by the City Council of said City of California City at a regular meeting of said council held on the 8th day of May 2018 by the following vote:

Ayes:

Noes:

Absent:

Abstained:

Denise Hilliker, City Clerk
City of California City



City of California City

Aspen Mall Landscaping and Lighting District

2018/2019 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 8, 2018
Public Hearing: ~~June 12, 2018~~

May 22,

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial

 **WILLDAN**
FINANCIAL SERVICES

ENGINEER'S REPORT AFFIDAVIT

for

Aspen Mall Landscaping and Lighting District

City of California City

Kern County, State of California

This Report and the enclosed diagrams showing the exterior boundaries of the District; and any relevant zones therein identify the District Boundaries as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2018.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of California City
By: _____

Josephine Perez-Moses, Senior Project Manager
District Administration Services

By: _____

Richard Kopecky
R. C. E. # 16742

TABLE OF CONTENTS

<i>I. OVERVIEW</i>	1
A. INTRODUCTION	1
B. COMPLIANCE WITH CALIFORNIA CONSTITUTION	1
C. DESCRIPTION OF THE DISTRICT AND SERVICES	2
D. AUTHORIZED IMPROVEMENTS AND SERVICES (PURSUANT TO THE 1972 ACT)	3
 <i>II. METHOD OF APPORTIONMENT</i>	 4
 <i>III. DISTRICT BUDGET</i>	 9
 <i>APPENDIX A — DISTRICT ASSESSMENT DIAGRAM</i>	 10
 <i>APPENDIX B — 2018/2019 COLLECTION ROLL</i>	 13

I. OVERVIEW

A. INTRODUCTION

The City of California City ("City") annually levies and collects special assessments in order to maintain the improvements within the Aspen Mall Landscaping and Lighting District ("District"), pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code* ("Act"). The District was formed in 1995, and provides funding for services required to maintain landscaping and lighting improvements and associated appurtenances located within the District boundaries.

This Engineer's Annual Levy Report ("Report") describes the District, any changes to the District and the proposed assessments for Fiscal Year 2018/2019. The proposed assessments are based on the estimated cost to maintain the improvements that provide a special benefit to properties within the District. The District budget identifies the estimated expenditures, deficits, surpluses, revenues, and fund balances used to calculate the annual assessment for properties within the District. Each parcel within the District is assessed proportionately for those improvements provided by the District from which the parcel receives special benefit.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APNs and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a Public Hearing, the City Council ("Council") shall review the Engineer's Annual Levy Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for Fiscal Year 2018/2019 pursuant to the Act and as outlined in the approved Report. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2018/2019.

B. COMPLIANCE WITH CALIFORNIA CONSTITUTION

On November 5, 1996, California voters approved Proposition 218, which established specific, substantive and procedural requirements for assessments. These provisions are now defined in the California State Constitution under Article XIID, Section 4 ("Article XIID").

In Fiscal Year 1997/1998, the City initiated and conducted property owner protest ballot proceedings for the District in compliance with the substantive and

procedural requirements of Article XIID. At the conclusion of the Public Hearing on July 1, 1997, property owner ballots returned were tabulated. The tabulation of the ballots indicated that the property owners approved the special benefit assessment for maintaining the improvements within the District. Although the actual assessment amount approved by each property owner varied with their proportionate benefits, the assessment amount approved by the property owners within the District is based on a maximum assessment rate of \$4,652.28 per Benefit Unit Factor (see Section II, Method of Apportionment, for details).

C. DESCRIPTION OF THE DISTRICT AND SERVICES

In an effort to enhance and improve the properties, business opportunities and the appearance of the area known as the Aspen Mall, the City's Redevelopment Agency provided funds for the renovation and capital improvement of the parking lot and landscaped areas related to this commercial business center. In conjunction with this renovation, the District was formed to provide for and ensure the continued maintenance of the improvements after the initial installation and renovation was completed.

The District provides for the maintenance, servicing, operation and administration of landscape and lighting improvements and associated appurtenances located within the public right-of-way and dedicated easements within the District boundaries. Improvements may include but are not limited to: turf, ground cover, shrubs, trees, drainage systems, irrigation systems, lighting, hardscape and associated appurtenances within the public right-of-ways and specific easements. These improvements include necessary service, operation, administration and maintenance required to keep the above-mentioned improvements in satisfactory condition.

Services provided include operations, administration and maintenance, including necessary labor, material and equipment. These services may include but are not limited to: repair, removal or replacement of all or any part of the improvements; removal of trimmings, rubbish, debris and other solid waste; cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti; and providing for the growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or damage.

The District consists of the parcels located within the area known as the Aspen Mall, located south of California City Boulevard, north of Bay Avenue, west of 82nd Street and east of Neuralia Road.

The parcels within the District are assessed proportionately for the costs associated with the improvements and services provided through the District that provides a special benefit to each parcel assessed, utilizing the method of apportionment described in Section II of this Report.

D. AUTHORIZED IMPROVEMENTS AND SERVICES (PURSUANT TO THE 1972 ACT)

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

I. METHOD OF APPORTIONMENT

Pursuant to the Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed among the assessable parcels in proportion to the estimated benefits to be received by each such parcel from the improvements. The benefit formula used for any District should reflect the composition of the parcels and improvements and the services provided, to fairly proportion the costs based on special benefit to each parcel.

The costs associated with the improvements are equitably spread among benefiting parcels within the District, utilizing the method of apportionment described in this Section. The funds collected shall be dispersed and used for only the improvements and services provided within the District.

Each parcel within the District, and the businesses associated with those properties, receive special and distinct benefits from the improvements and activities to be funded through the District assessments. Among the special benefits received by each assessed parcel are increased business opportunities, increased security, aesthetic enhancements of the area and properties and enhanced perception by patrons.

The special benefits of lighting within the District are the convenience, safety and security of property, improvements and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety for patrons and employees.
- Improved visibility for pedestrians and motorists.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Enhanced aesthetic appeal of the parking area and the properties that are associated with the parking area.
- Increased promotion of business activities and opportunities during nighttime hours.

The special benefits associated with landscaped areas within the District are specifically:

- Improved aesthetic appeal of the parking area and nearby parcels.
- Improved dust control.
- Enhanced adaptation of the urban environment within the natural environment.
- Improved traffic circulation and parking facilities.
- A positive representation of the businesses within the District.

The preceding special benefits contribute to a special enhancement and desirability of each of the assessed parcels within the District.

It has been determined that the on-going operation and maintenance of the District improvements provide no measurable general benefit to other properties outside the District or directly to the public at large. Therefore, the District improvements and the corresponding assessments have been identified as 100% special benefit to parcels within the District in compliance with the substantive requirements of Article XIID.

The parcels assessed within the District, share in both the cost and the benefits of the improvements. A Benefit Unit Factor (BUF) is assigned to each parcel based upon three (3) criteria: current land use, location and associated parcel acreage.

Land Use

Each parcel is given a weighting factor known as a Development Unit Factor (DUF), based on the current land use of the parcel. Within the District, four (4) different land use classifications have been identified. Table I lists the four (4) land use classifications along with the Development Unit Factor (DUF) applied to each classification:

Table I
Parcel Land Use Classifications

Land Use Classification	Total Parcels	Development Unit Factor
Commercial Developed	22	1.0000
Commercial Vacant	4	0.5000
Exempt	4	0.0000
Commercial Condominium	19	0.0526

The Development Unit Factor (DUF) for the nineteen commercial condominium units is based on $1.0 \text{ DUF} / 19 \text{ Units} = 0.0526$

Each parcel is assigned a Development Unit Factor based on the parcel's current development (land use). Similar parcels are given a similar weighting factor.

Upon review of all the properties within the District boundary, it has been determined that four (4) parcels should not be assessed and are identified as "Exempt". These four parcels (203-090-22, 203-090-30, 203-090-38 and 203-420-01) are non-commercial properties, common areas or possessory interests associated with other parcels within the District. It has been determined that these parcels have little or no utilization of the parking lot and the associated District improvements and do not receive the special benefits that other properties within the District receive from the improvements.

One of the parcels identified as "Exempt" (203-420-01) is a (0.29-acre) common area associated with the nineteen (19) parcels identified as commercial condominiums. These nineteen commercial condominiums actually make up a single commercial building on the common area lot. However, when a parcel map was filed with the County, nineteen separate and distinct APNs were assigned; one for each of the original nineteen suites or units. Since the time the original APNs were assigned by the County, some of the suites (units) have been combined, but the proportional benefit to each parcel is unchanged and property owners whose office or suite encompasses more than one APN receive multiple tax bills. Therefore, the apportionment of special benefit and assessment is based on the original APNs, not the number of actual suites constructed.

Location

In addition to the Development Unit Factor (DUF) assigned to each parcel for calculating a parcel's benefit, the location of the parcel within the District has been taken into consideration. After evaluation of the District improvements by City staff, and consideration of property owner's concerns, a Location Differential Factor (LDF) has been applied to parcels based on their location and proximity to the overall improvements. Those parcels that front California City Boulevard and/or the main parking lot and landscaped areas are given a Location Differential Factor of one (1.0). The other parcels are given a twenty-five percent (25%) discount or a 0.75 Location Differential Factor based on their reduced direct visual benefit from the improvements.

Acreage

The final criteria used to calculate a parcel's benefit is the size (acreage) of the parcel. It has been determined that each parcel's overall acreage provides a fair and reasonable comparison of property benefit correlating each parcel's current and potential development, as well as the overall use and benefit from the area of improvement.

The combination of land use, location and parcel size provides a fair and reasonable depiction of each parcel's special benefit and proportionate assessment. The following formula is used to arrive at each parcel's benefit referred to as a Benefit Unit Factor (BUF):

$$\text{Parcel's DUF} \times \text{Parcel's LDF} \times \text{Parcel's Acreage} = \text{Parcel's BUF}$$

Also stated as:

$$\text{Development Unit Factor} \times \text{Location Differential Factor} \times \text{Acreage} = \text{Parcel's BUF}$$

The total Balance to Levy divided by the total BUF for the District is used to establish a Levy per BUF, as per the following formula:

$$\text{Total Balance to Levy} / \text{Total BUF in the District} = \text{Levy per BUF}$$

The Levy per BUF multiplied by each parcel's individual BUF represents the parcel's levy amount (assessment). The following formula outlines the levy calculation applied to each parcel:

$$\text{Parcel BUF} \times \text{Levy per BUF} = \text{Parcel Levy Amount}$$

The following table (Table II) provides sample levy calculations for various property types in the District based on the maximum assessment rate per BUF:

Table II
Sample Maximum Levy Calculations

Land Use Classification	Development Unit Factor (DUF)	Location Differential Factor (LDF)	Parcel Acreage	Benefit Unit Factor (BUF)	Benefit Unit Factor (BUF)	Maximum Rate	Maximum Levy Amount
Commercial Developed	1.0000	X 1.00	x 0.29	= 0.2900	0.2900	x \$4,652.28	= \$1,349.16
Commercial Developed	1.0000	x 0.75	x 0.29	= 0.2175	0.2175	x 4,652.28	= \$1,011.88
Commercial Vacant	0.5000	x 1.00	x 0.29	= 0.1450	0.1450	x 4,652.28	= \$674.58
Commercial Vacant	0.5000	x 0.75	x 0.29	= 0.1088	0.1088	x 4,652.28	= \$506.18
Exempt	0.0000	x 1.00	x 0.29	= 0.0000	0.0000	x 4,652.28	= \$0.00
Commercial Condominiums	0.0526	x 1.00	x 0.29	= 0.0153	0.0153	x 4,652.28	= \$71.16

Pursuant to the provisions of the California Constitution Article XIID, a maximum assessment rate of \$4,652.28 per BUF was approved by the property owners

through a protest ballot proceeding in Fiscal Year 1997/1998. The proposed assessment rate calculated each fiscal year is based on an estimated budget; and the proposed rate applied each year may be less than or equal to the maximum rate. A proposed assessment rate, greater than the maximum rate, would be considered an increased assessment and require property owner approval through protest ballot proceedings.

III.DISTRICT BUDGET

Table III
2018/2019 District Budget

Total District	
DIRECT COSTS	TOTAL DISTRICT
Maintenance	\$ 23,824.00
Materials and Equipment	1,352.00
Utilities Water	1,800.00
Utilities Electricity	1,700.00
Miscellaneous Expenses	-
Capital Improvement Expenditures	-
Direct Costs (Subtotal)	\$ 28,676.00
ADMINISTRATION COSTS	
District Administration	3,717.20
County Administration Fee	59.34
Administration Costs (Subtotal)	3,776.54
Total Direct and Admin. Costs	\$ 32,452.54
LEVY ADJUSTMENTS	
Reserve Fund - Collection/(Transfer)	-
General Fund/Other Revenue Sources-(Contribution)	(883.64)
Loans - Repayment/(Advances)	-
Levy Adjustment (Subtotal)	(883.64)
Balance to Levy	\$ 31,568.90
DISTRICT STATISTICS	
Total Parcels	49.00
Total Parcels Levied	45.00
Total Acreage	14.12
⁽¹⁾ Total Acreage Levied	13.20
Total Benefit Unit Factor (BUF)	6.79
⁽²⁾ Levy Per BUF	\$ 4,652.20
⁽³⁾ Approved Maximum Assessment per BUF	\$ 4,652.28
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance	\$ -
Estimated Ending Reserve Fund Balance	\$ -

(1) Total Acreage levied does not include Exempt parcels.

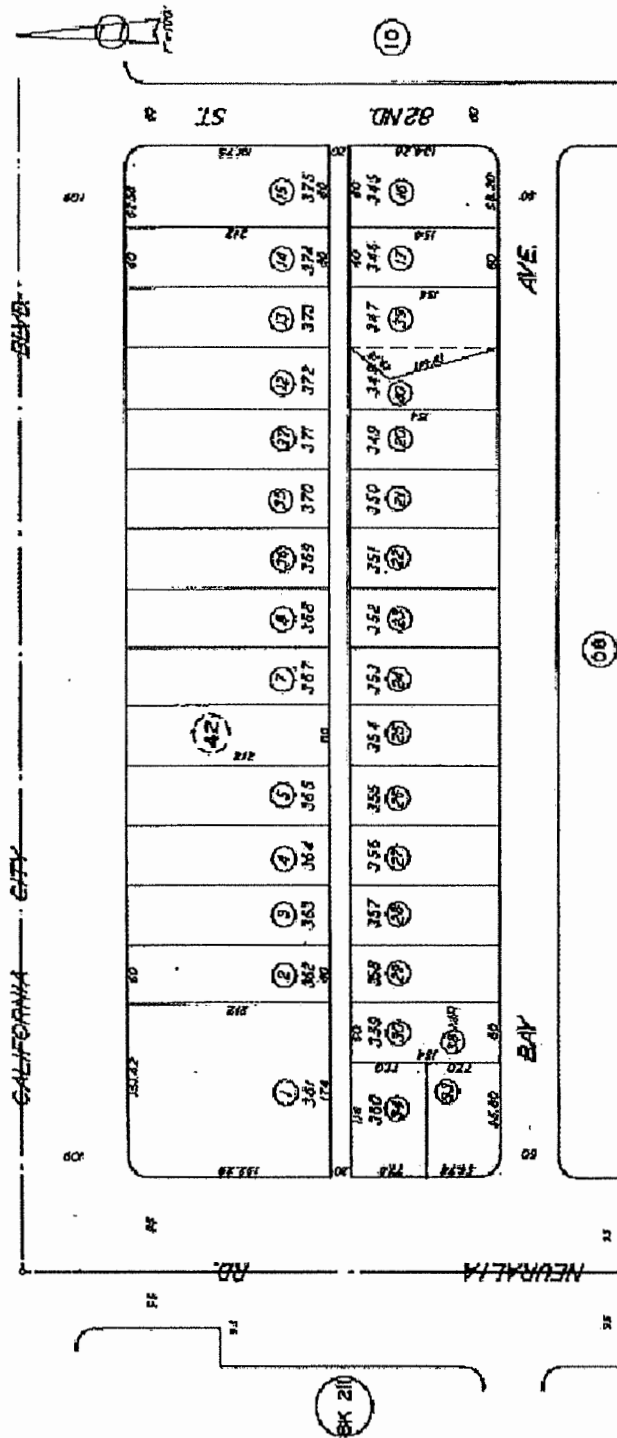
(2) Slight variance in Levy Per BUF due to rounding.

(3) Slight variance in Maximum Assessment per BUF due to rounding.

APPENDIX A — DISTRICT ASSESSMENT DIAGRAM

The supporting Assessor's Parcel Maps outlining the District boundaries are shown on the following pages. These maps, in connection with the Assessment Roll in Appendix B, constitute the District Assessment Diagram for Fiscal Year 2018/2019.

203-05

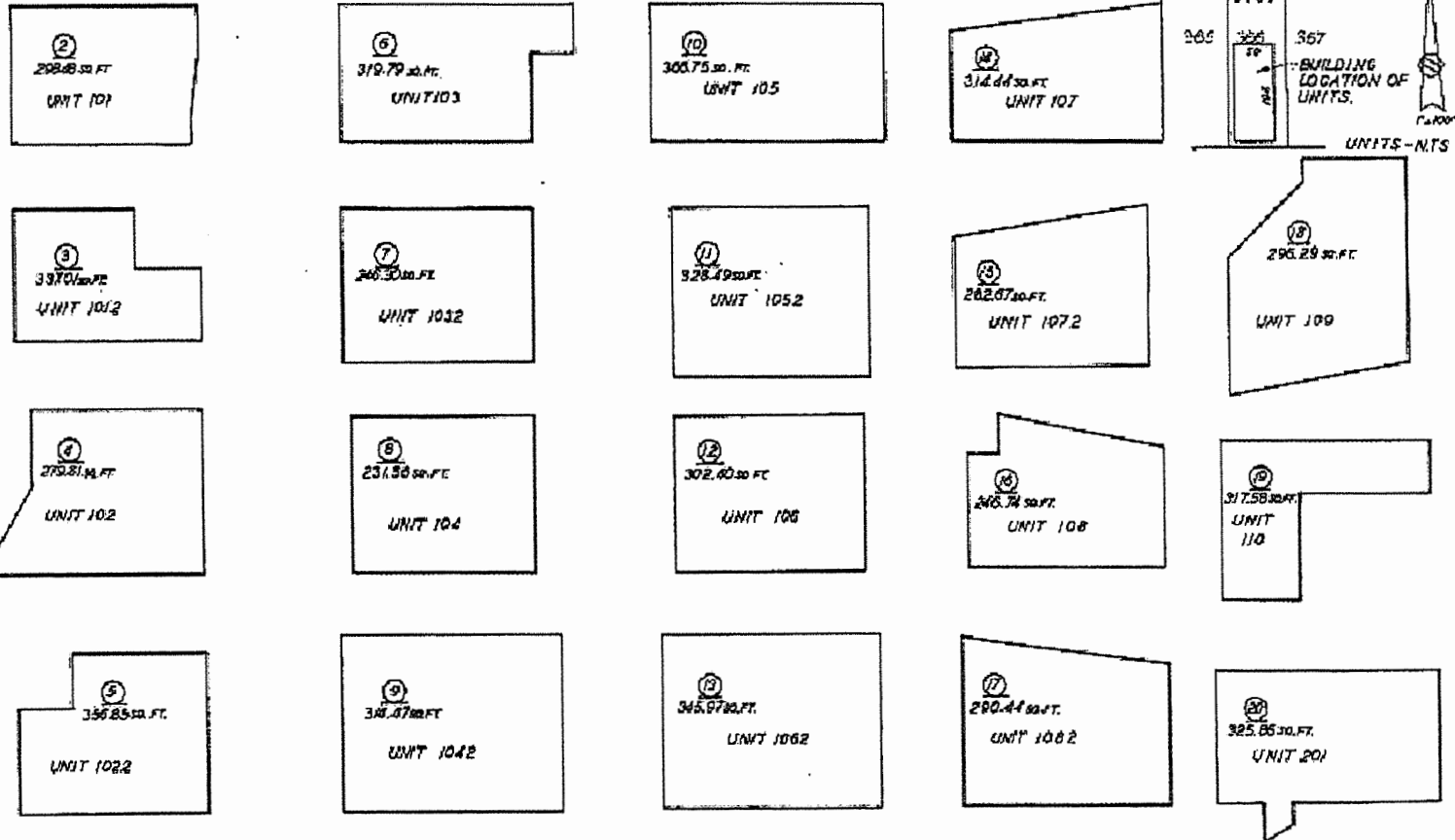


203-42

TRACT 2066
LOT 366

SCHOOL DIST. 11-19

203-42



Note: This map is for assessment purposes only. It is not to be construed as authorizing legal ownership or divisions of land for

ASSESSORS MAP NO. 203-42

Appendix B — 2018/2019 COLLECTION ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor's Map for the year in which this Report is prepared. Non-assessable lots or parcels include parcels within the boundaries of the District that currently do not benefit from the improvements and are identified as "Exempt". A listing of parcels within the District along with the assessment amount for Fiscal Year 2018/2019 is included in the following table.

Table IV
2018/2019 Assessments and Parcel Listing

APN	LAND USE	DUF	LDF	ACREAGE	BUF	LEVY
203-090-01-00	Commercial Developed	1.0	1.0	0.84	0.84	\$3,907.90
203-090-02-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16
203-090-03-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16
203-090-04-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16
203-090-05-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16
203-090-07-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16
203-090-08-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16
203-090-12-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16
203-090-13-00	Vacant Commercial/Parking	0.5	1.0	0.29	0.145	674.58
203-090-14-00	Vacant Commercial/Parking	0.5	1.0	0.29	0.145	674.58
203-090-15-00	Commercial Developed	1.0	1.0	0.38	0.38	1,767.86
203-090-16-00	Commercial Developed	1.0	0.75	0.28	0.21	976.96
203-090-17-00	Commercial Developed	1.0	0.75	0.21	0.1575	732.72
203-090-20-00	Commercial Developed	1.0	0.75	0.21	0.1575	732.72
203-090-21-00	Commercial Developed	1.0	0.75	0.21	0.1575	732.72
203-090-22-00	Exempt	0.5	0.00	0.21	0.00	0.00
203-090-24-00	Vacant Commercial/Parking	0.5	0.75	0.21	0.0788	366.58
203-090-28-00	Vacant Commercial/Parking	0.5	0.75	0.21	0.0788	366.58
203-090-29-00	Commercial Developed	1.0	0.75	0.21	0.1575	732.72
203-090-30-00	Exempt	0.5	0.00	0.21	0.00	0.00
203-090-33-00	Commercial Developed	1.0	0.75	0.20	0.15	697.84
203-090-34-00	Commercial Developed	1.0	0.75	0.20	0.15	697.84
203-090-35-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16

APN	LAND USE	DUF	LDF	ACREAGE	BUF	LEVY
203-090-36-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16
203-090-37-00	Commercial Developed	1.0	1.0	0.29	0.29	1,349.16
203-090-38-00	Exempt	0.5	0.75	0.00	0.00	0.00
203-090-39-00	Commercial Developed	1.0	0.75	0.32	0.24	1,116.54
203-090-40-00	Commercial Developed	1.0	0.75	0.10	0.075	348.92
203-420-01-00	Exempt	0.5	0.00	0.29	0.00	0.00
203-420-02-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-03-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-04-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-05-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-06-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-07-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-08-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-09-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-10-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-11-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-12-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-13-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-14-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-15-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-16-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-17-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-18-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-19-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-420-20-00	Commercial Condominium	0.0526	1.0	0.29	0.0153	71.16
203-090-41-00	Commercial Developed	1.0	0.75	0.63	0.4725	2,198.20
Totals:					6.7858	\$31,568.90

RESOLUTION NO. 05-18-2738

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY,
CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT
ASSESSMENTS FOR THE ASPEN MALL LANDSCAPING AND LIGHTING
DISTRICT FOR FISCAL YEAR 2018/2019**

The City Council of the City of California City (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has by previous Resolution initiated proceedings for fiscal year 2018/2019 regarding the levy and collection of assessments for the Aspen Mall Landscaping and Lighting District (hereafter referred to as the "District"). Pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500)* (hereafter referred to as the "Act"), assessments for the District shall be levied and collected by the County of Kern for the City of California City to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the proposed District assessments for fiscal year 2018/2019 are less than or equal to the maximum assessments previously approved in accordance with the requirements of the California Constitution, Article XIID; and,

WHEREAS, there has now been presented to this City Council an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report"), and said Engineer's Report has been filed with the City Clerk in accordance with the Act; and,

WHEREAS, the City Council has examined and reviewed the Engineer's Report as presented and is satisfied with the District, each of the budget items and documents as set forth therein and is satisfied that the proposed assessments contained therein, have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the Act, over and including the lands, lots and parcels within the District boundary. The City Council further declares its intention to levy and collect assessments on such land to pay the annual costs and expenses of the improvements and services described in Section 4 of this Resolution, for fiscal year 2018/2019.

Section 3: The boundaries of the District are described in the Engineer's Report and are consistent with the boundary established and described in the original formation documents, on file with the City Clerk, and incorporated herein by reference. The District is within the boundaries of the City of California City, within the County of Kern, State of California and includes the territory known as the Aspen Mall and referred to as the "Aspen Mall Landscaping and Lighting District".

Section 4: The improvements within the District may include, but are not limited to: turf, ground cover, shrubs, trees, drainage systems, irrigation systems, lighting, hardscape, and associated appurtenances within the public easements and right-of-way. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping or appurtenant facilities; providing for the satisfactory working condition, life, growth, health and beauty of the improvements, including cultivation, irrigation, trimming, spraying, fertilization and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste. Servicing means the furnishing of water and electricity for the irrigation and control of the landscaping or appurtenant facilities.

Section 5: The proposed assessments for fiscal year 2018/2019, as outlined in the Engineer's Report, do not exceed the maximum assessment approved by the property owners through a property owner balloting proceeding conducted in 1997. As such, the proposed assessments do not constitute an increased assessment and do not require additional property owner approval in accordance with the requirements of the California Constitution, Article XIID.

Section 6: The City Council hereby declares its intention to conduct a Public Hearing concerning the District and the levy of assessments in accordance with *Chapter 3, Section 22626* of the Act.

Section 7: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Tuesday, May 22, 2018, at 6:00 p.m., or as soon thereafter as feasible in the City Council Chambers, located at 21000 Hacienda Blvd., California City.

Section 8: The City Council hereby authorizes and directs the City Clerk to give notice of the time and place of the Public Hearing to all property owners within the District pursuant to Sections 22626, 22552 and 22553 of the Act and 6061 of the Government Code. The City Clerk shall give notice to property owners by: causing notice of the public hearing to be published in the local newspaper one time at least 10 days prior to the Public Hearing; and, posting a copy of this resolution on the official bulletin board (s) customarily used for posting such notices.

PASSED, APPROVED, AND ADOPTED this 8th day of May 2018.

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF CALIFORNIA CITY)

Jennifer Wood, Mayor
City of California City

I, Denise Hilliker, City Clerk of the City of California City, County of Kern, State of California do hereby certify that the foregoing Resolution No. 05-18-2738 was regularly adopted by the City Council of said City of California City at a regular meeting of said council held on the 8th day of May 2018, by the following vote:

Ayes:

Noes:

Absent:

Abstained:

Denise Hilliker, City Clerk
City of California City

**NOTICE OF PUBLIC HEARING
CALIFORNIA CITY
CITY COUNCIL
Tuesday, May 22, 2017
City Council Chambers
21000 Hacienda Blvd., California City 93505**

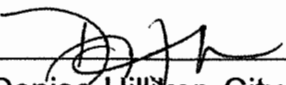
NOTICE IS HEREBY GIVEN that the City Council of the City of California City will hold a **PUBLIC HEARING** on Tuesday, May 22, 2018 for the following purpose:

Council to take public testimony regarding Aspen Mall Landscaping and Lighting District, 2018/2019 Assessments

ALL INTERESTED PARTIES are invited to attend and provide input to the City Council on the above-calendared matter.

Date: Tuesday, May 22, 2018
Location: Council Chambers City Hall, 21000 Hacienda Blvd.
Time: 6:00 p.m. or as soon thereafter as possible

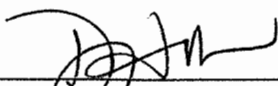
Dated: May 08, 2018



Denise Hilliker, City Clerk
City of California City

AFFIDAVIT OF POSTING AND PUBLICATION:

I, Denise Hilliker, City Clerk for the City of California City, do hereby attest that I caused this Notice of Public Hearing to be posted on all official City bulletin boards as required by statute, and ordered it published in an adjudicated newspaper of general circulation within the jurisdiction of this hearing (Mojave Desert News) one time, on Friday, May 11, 2018



Denise Hilliker, City Clerk
City of California City

CITY COUNCIL

May 8, 2018

TO: Mayor and City Council
FROM: Craig C Platt Public Works Director
SUBJECT: Water Standby Fees and Database

BACKGROUND

Background/History:

The City of California City enacted Water Availability / Stand by Charge for the Fiscal year commencing July 1, 1993, by Resolution No. 10-92-1484. This water Stand by Charge was enacted to finance programs of the City to replace and upgrade the community water system. The affected lands are all parcels or lots within the City of California City. These parcels or lots are defined by the assessor parcel number upon which the water stand by charge is imposed by Resolution No. 10-92-1484.

Property located within a tract that has paid Subdivision Deferred Improvement fee, (SDI), for future water pipelines, annual stand by charge shall not exceed \$15.00 per acre or \$15.00 per parcel of less than one acre.

Property located within a tract that has paid SDI fees and which water pipelines have been constructed to have annual stand by charge not to exceed \$20.00 per acre or \$20.00 per parcel of less than one acre. This fee is increase due to maintenance of the existing water pipelines.

Property located within a tract that has not paid SDI fees and future water pipelines are constructed or not, to have stand by charge not exceed \$25.00 per acre or \$25.00 per parcel less than one acre.

The stated Water Availability or Standby Charge need is documented by the City of California City Water Master Plan Study dated September 2002 by Quad Knop Engineering. Water main replacement cost are estimated at \$41,677,001 and future water concept planning construction cost is estimated at \$13,725,300

1st Community Number of Lots =	21395	lots (1075 SDI lots)
2nd Community Number of Lots=	22000	lots (all SDI lots)
Rancho Tract Number of Lots=	605	lots
Remaining Parcel/Lots throughout City	<u>8486</u>	parcel/lots
	52486	Total Lots

Unit Cost per Lot within SDI Tracts without constructed pipeline improvements with 15% maintenance (maint.) only as follow:

$$\frac{\$13,725,300 (15\%)}{52486 \text{ Total lots}} = \$39.22 / \text{lot maint. only} > \$15.00 / \text{lot}$$

Therefore: Resolution No. 10-92-1484 stand by charge maximum \$15.00 / lot per acre or \$15.00 per parcel of less than an acre applies.

Unit cost per lot within SDI Tract with constructed water pipeline with 15% maintenance (maint.) only as follow:

$$\frac{3,725,300 (15\%)}{5286 \text{ Total lots}} = 39.22 / \text{lot} + \text{maint. only} > \$20.00$$

Therefore: Resolution No. 10-92-1484 Stand by charge maximum \$20.00 per acre or \$20.00 per parcel of less than one acre applies. Note increase in standby charge due to functioning system.

Unit cost per lot for water replacement for 30 year life. No SDI Fees as follow:

$$\frac{41677000}{52486 \text{ lots}} = \frac{794}{30 \text{ yrs}} = \$26.47 / \text{lot} + \text{maint.} > 25.00 \text{ per lot}$$

Therefore: Resolution 10-92-1484 Stand by Charge maximum \$25.00 per acre or \$25 per parcel of land less than one acre applies.

Conclusion:

City of California City Resolution No. 10-92-1484 addresses the City of California City water master plan needs.

The problem moving forward is that the city has been maintaining a water system infrastructure that is over two times the size of its customer base or only about 9.5% of the possible customer base or lots served.

The data base that has been created contains the current documentation on every tract, subdivision and lot within the city with it current fee assessment. This data base needs to be available to the public for review and with the new data base that has been created will give city staff the ability to correct errors in the current assessments and also add assessments to lots not currently being bill.

Removing lots that do not front water infrastructure in either the first or second community would remove \$339,115 from the current assessments. Total 2018-19 parcels assessed \$824,940.

The current annual 2018-19 budgeted assessments total \$700,000.

RECOMMENDATION

Approve City of California City Resolution for 2018-19 Water Standby Assessments.

FISCAL IMPACT

\$700,000 Revenue Fund 51- 3726

ENVIRONMENTAL ACTION

NONE

ATTACHMENTS

Engineer's Report
Water Standby Charges by Community and Tract
First Community Standby Fees
Second Community Standby Fees
Other Tracts Standby Fees
Parcels Not on Tracts Standby Fees
Summary Sheet Standby Fees
Water Standby Fronting Main or Not Assessment
Resolution Water Standby Fees

Engineer Report—City Water Standby Charge

Fiscal Year 2018-2019

To: City Manager
From: Jerry Helt – City Engineer
Subject: Water Standby Charge

Introduction:

This Report has been prepared in connection with the City's Water Standby Charge (the "Standby Charge"). Proceedings to fix the Standby Charge were initiated in 1992 pursuant to the Uniform Standby Charge Procedures Act by the adoption of Resolution No. 10-92-1484. The Standby Charge was initially levied for Fiscal Year 1993-1994 by the adoption of Resolution No. 8-93-1511. Since that time, the Standby Charge has been continued annually by the City Council and has been collected each year on the property tax roll. The rate of the Standby Charge has not changed since it was first imposed in Fiscal Year 1993-1994.

Background:

The City operates an extensive water system that is designed to serve customers throughout the City. Due to the number of undeveloped parcels throughout the City, the water system is substantially oversized; it includes far more facilities than would be typical for a system serving the number of customers actually served by the City's system.

The System is also aging and requires extensive rehabilitation and improvement in order to properly function. In 1992 and 1993 it was determined that necessary work included a need to construct new wells to extract water from aquifers not previously used by the city and to replace approximately 194 miles of water pipelines and appurtenance.

This work, as well as other rehabilitation and improvements to the system, are still required and have not been fully completed. Based on the City of California City Water Master Plan Study dated September 2002 by Quad Knop Engineering (incorporated herein by reference and available for public inspection in the Office of the City Clerk), water main replacement costs are estimated at \$41,677,001 and future water concept planning construction costs are estimated at \$13,725,300.

The City imposes its Standby Charge to fund the construction and reconstruction of water production, transmission and storage facilities. Parcels of land are subject to the Standby Charge if they derive benefit from the availability of these facilities, but do not actually use the water service. Except as described in the next section of this Report, such parcels include all undeveloped parcel within the incorporated limits of the City.

Rate and Exemptions:

A. Rates

- (1) For parcels within recorded tracts for which a Subdivision Deferred Improvement "SDI" Agreement exists, that do not front upon a water main: \$15.00 per parcel per annum.
- (2) For parcels within recorded tracts for which an SDI agreement exists, that front upon a water main: \$20.00 per parcel per annum.

- (3) For parcels within recorded tracts for which no SDI agreement exists: \$25.00 per parcel per annum.

B. Exemptions

Notwithstanding the foregoing, water standby charges shall not be paid by the following parcels:

- (1) Parcels contained in a condominium, townhouse or other multi-family residential development shall not pay a standby charge, provided common area parcels shall pay a charge.
- (2) Ownership interests consisting solely of mineral rights shall not pay standby charges.
- (3) Parcels within Tract 2714 shall not pay a standby charge.
- (4) Parcels receiving water service as of the first day of Fiscal Year 2018-2019 shall not pay a standby charge.

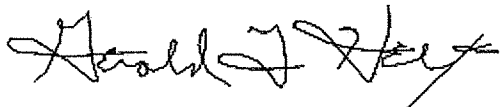
Rationale:

As previously discussed, all subdivided parcels that would require a connection to the City's water system when developed benefit from the existence of that system. Parcels that are in tracts for which an SDI agreement exists are assessed at a lower rate than parcels in a subdivision that is not subject to an SDI agreement because they have accepted responsibility for certain water infrastructure pursuant to the SDI agreement. Parcels fronting on a water main have more benefit from the system than other parcels due to the immediate availability of a maintained water main.

In Fiscal Year 2017-2018; Five (5) Parcels were developed under A-Rates paragraph (2) for a projected Fiscal Year 2018-2019 Total = (\$804,420 - \$100) = \$804,320. Proceeds of the Standby Charge are deposited in a special account and may be expended solely for the construction and reconstruction of water production, transmission, and storage facilities to serve property assessed hereunder. The amount collected does not exceed the amount needed to fund such work.

Identification of Parcels:

Attached hereto, and incorporated herein by reference, is a list of the parcels, provided by city, that are proposed to pay the Standby Charge for Fiscal Year 2018-2019 and the amount of the Standby Charge proposed against each.



Gerald F. Helt, P.E.
City Engineer

Date: May 06, 2018



CITY OF CALIFORNIA CITY
WATER STANDBY CHARGE
FIRST COMMUNITY

TRACT	A		B		A-B		WATER LINE		CITY		BASE ON RESOLUTION NO: 8-93-1511			ANALYSIS					
	NO. OF LOT PER RECORDED TRACT	NO. OF LOT PER TRACT BEING CHARGE	NO. OF LOT NOT BEING CHARGE	NO. OF LOT WITH WATER LINE (EXCLUDED GOV, SCHOOL, PRIVATE ROAD)	NO. OF LOT WITHOUT WATER LINE (EXCLUDED GOV, SCHOOL, PRIVATE ROAD)	CURRENT WATER STANDBY CHARGES BY CITY	NOT SDI	SDI		TOTAL PER RESOLUTION	LOT W/ HOUSE THAT CITY CHARGE WATER STANDBY CHARGE	LOT TO BE CHARGE WATER STANDBY CHARGE	SDI OVER CHARGE FEE	NO. OF UNDEVELOP LOT (EXCLUDED GOV. PROPERTY)	NO. OF BUILDING (PRIVATE PROP. ONLY)	GOV AND OTHER PROPERTY (ROAD, SCHOOL)			
								NOT FRONTING WATER MAIN	FRONTING WATER MAIN										
2066	372	179	193	368	0	\$ 4,475.00	\$ 4,500.00			\$ 4,500.00	\$ -	\$ 25.00	\$ -	180	188	4			
2067	859	386	473	859	0	\$ 9,650.00	\$ 9,875.00			\$ 9,875.00	\$ 150.00	\$ 375.00	\$ -	395	464	0			
2068	492	248	244	491	0	\$ 6,200.00	\$ 6,175.00			\$ 6,175.00	\$ 25.00	\$ -	\$ -	247	244	1			
2069	391	241	150	390	0	\$ 6,025.00	\$ 6,000.00			\$ 6,000.00	\$ 25.00	\$ -	\$ -	240	150	1			
2115	339	321	18	339	0	\$ 8,025.00	\$ 7,950.00			\$ 7,950.00	\$ 150.00	\$ 75.00	\$ -	318	21	0			
2116	362	175	187	362	0	\$ 4,375.00	\$ 4,475.00			\$ 4,475.00	\$ 50.00	\$ 150.00	\$ -	179	183	0			
2117	522	476	46	522	0	\$ 11,900.00	\$ 11,975.00			\$ 11,975.00	\$ 25.00	\$ 100.00	\$ -	479	43	0			
2118	277	277	0	277	0	\$ 6,925.00	\$ 6,925.00			\$ 6,925.00	\$ -	\$ -	\$ -	277	0	0			
2119	321	247	74	321	0	\$ 6,175.00	\$ 6,150.00			\$ 6,150.00	\$ 25.00	\$ -	\$ -	246	75	0			
2120	370	214	156	367	0	\$ 5,350.00	\$ 5,350.00			\$ 5,350.00	\$ 50.00	\$ 50.00	\$ -	214	153	3			
2121	86	82	4	86	0	\$ 2,050.00	\$ 2,050.00			\$ 2,050.00	\$ -	\$ -	\$ -	82	4	0			
2122	269	269	0	269	0	\$ 6,725.00	\$ 6,725.00			\$ 6,725.00	\$ -	\$ -	\$ -	269	0	0			
2123	84	78	6	84	0	\$ 1,950.00	\$ 2,000.00			\$ 2,000.00	\$ -	\$ 50.00	\$ -	80	4	0			
2159	342	203	139	342	0	\$ 5,075.00	\$ 5,000.00			\$ 5,000.00	\$ 75.00	\$ -	\$ -	200	142	0			
2160	224	185	39	224	0	\$ 4,625.00	\$ 4,600.00			\$ 4,600.00	\$ 25.00	\$ -	\$ -	184	40	0			
2161	222	214	8	222	0	\$ 5,350.00	\$ 5,350.00			\$ 5,350.00	\$ -	\$ -	\$ -	214	8	0			
2163	260	222	38	259	0	\$ 5,525.00	\$ 5,575.00			\$ 5,575.00	\$ 50.00	\$ 100.00	\$ -	223	36	1			
2164	245	226	19	245	0	\$ 5,650.00	\$ 5,725.00			\$ 5,725.00	\$ 100.00	\$ 175.00	\$ -	229	16	0			
2191	264	238	26	264	0	\$ 5,950.00	\$ 5,925.00			\$ 5,925.00	\$ 150.00	\$ 125.00	\$ -	237	27	0			
2192	143	139	4	143	90	\$ 3,475.00	\$ 3,575.00			\$ 3,575.00	\$ -	\$ 100.00	\$ -	143	0	0			
2223	476	472	4	476	0	\$ 11,800.00	\$ 11,800.00			\$ 11,800.00	\$ -	\$ -	\$ -	472	4	0			
2225	537	500	37	537	0	\$ 12,500.00	\$ 12,475.00			\$ 12,475.00	\$ 25.00	\$ -	\$ -	499	38	0			
2226	757	626	131	757	0	\$ 15,650.00	\$ 15,575.00			\$ 15,575.00	\$ 75.00	\$ -	\$ -	623	134	0			
2227	286	140	146	286	0	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00	\$ -	\$ -	\$ -	140	146	0			
2228	299	144	155	299	0	\$ 3,600.00	\$ 3,625.00			\$ 3,625.00	\$ -	\$ 25.00	\$ -	145	154	0			
2252	321	172	149	317	0	\$ 4,300.00	\$ 4,325.00			\$ 4,325.00	\$ -	\$ 25.00	\$ -	173	144	4			
2305	290	193	97	290	0	\$ 4,825.00	\$ 4,825.00			\$ 4,825.00	\$ -	\$ -	\$ -	193	97	0			
2310	366	268	98	366	0	\$ 6,700.00	\$ 6,750.00			\$ 6,750.00	\$ -	\$ 50.00	\$ -	270	96	0			
2317	363	357	6	363	0	\$ 8,925.00	\$ 8,950.00			\$ 8,950.00	\$ -	\$ 25.00	\$ -	358	5	0			
2398	40	23	17	40	0	\$ 575.00	\$ 575.00			\$ 575.00	\$ -	\$ -	\$ -	23	17	0			
2404	207	206	1	207	0	\$ 5,150.00	\$ 5,175.00			\$ 5,175.00	\$ -	\$ 25.00	\$ -	207	0	0			
2435	285	142	143	285	0	\$ 3,550.00	\$ 3,575.00			\$ 3,575.00	\$ -	\$ 25.00	\$ -	143	142	0			
2436	396	301	95	396	0	\$ 7,525.00	\$ 7,500.00			\$ 7,500.00	\$ 25.00	\$ -	\$ -	300	96	0			
2447	302	228	74	302	0	\$ 5,700.00	\$ 5,675.00			\$ 5,675.00	\$ 25.00	\$ -	\$ -	227	75	0			
2461	206	206	0	206	0	\$ 5,150.00	\$ 5,150.00			\$ 5,150.00	\$ -	\$ -	\$ -	206	0	0			
2528	539	514	25	539	0	\$ 12,800.00	\$ 12,975.00			\$ 12,975.00	\$ -	\$ 175.00	\$ -	519	20	0			
2530	489	461	28	489	0	\$ 11,525.00	\$ 12,150.00			\$ 12,150.00	\$ -	\$ 625.00	\$ -	486	3	0			
2513	24	0	24	24	0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	0	24	0			
2629	680	540	140	680	0	\$ 13,525.00	\$ 13,425.00			\$ 13,425.00	\$ 100.00	\$ -	\$ -	537	143	0			
2630	538	538	0	538	0	\$ 13,450.00	\$ 13,450.00			\$ 13,450.00	\$ -	\$ -	\$ -	538	0	0			
2725	609	503	106	609	0	\$ 12,575.00	\$ 12,475.00			\$ 12,475.00	\$ 100.00	\$ -	\$ -	499	110	0			
2726	498	462	36	498	0	\$ 11,550.00	\$ 11,500.00			\$ 11,500.00	\$ 50.00	\$ -	\$ -	460	38	0			
2727	384	382	2	384	0	\$ 9,550.00	\$ 9,575.00			\$ 9,575.00	\$ -	\$ 25.00	\$ -	383	1	0			
2778	523	294	229	523	0	\$ 7,350.00	\$ 7,300.00			\$ 7,300.00	\$ 50.00	\$ -	\$ -	292	231	0			
2779	463	345	118	461	0	\$ 8,625.00	\$ 8,525.00			\$ 8,525.00	\$ 100.00	\$ -	\$ -	341	120	2			
2791	308	178	130	308	0	\$ 4,450.00	\$ 4,450.00			\$ 4,450.00	\$ -	\$ -	\$ -	178	130	0			
2811	499	484	15	499	0	\$ 12,100.00	\$ 12,125.00			\$ 12,125.00	\$ -	\$ 25.00	\$ -	485	14	0			

CITY OF CALIFORNIA CITY
WATER STANDBY CHARGE
FIRST COMMUNITY

TRACT	A	B	A-B	WATER LINE		CITY	BASE ON RESOLUTION NO. 8-93-1511				ANALYSIS					
	NO. OF LOT PER RECORDED TRACT	NO. OF LOT PER TRACT BEING CHARGE	NO. OF LOT NOT BEING CHARGE	NO. OF LOT WITH WATER LINE (EXCLUDED GOV, SCHOOL, PRIVATE ROAD)	NO. OF LOT WITHOUT WATER LINE (EXCLUDED GOV, SCHOOL, PRIVATE ROAD)	CURRENT WATER STANDBY CHARGES BY CITY	NOT SDI	SDI		TOTAL PER RESOLUTION	LOT W/ HOUSE THAT CITY CHARGE WATER STANDBY CHARGE	LOT TO BE CHARGE WATER STANDBY CHARGE	SDI OVER CHARGE FEE	NO. OF UNDEVELOP LOT (EXCLUDED GOV. PROPERTY)	NO. OF BUILDING (PRIVATE PROP. ONLY)	GOV AND OTHER PROPERTY (ROAD, SCHOOL)
								NOT FRONTING WATER MAIN	FRONTING WATER MAIN							
2812	621	621	0	621	0	\$ 15,525.00	\$ 15,525.00			\$ 15,525.00	\$ -	\$ -	\$ -	621	0	0
2814	48	2	46	48	0	\$ 50.00	\$ 50.00			\$ 50.00	\$ -	\$ -	\$ -	2	46	0
2860	21	21	0	21	0	\$ 525.00	\$ 525.00			\$ 525.00	\$ -	\$ -	\$ -	21	0	0
2887	653	650	3	653	0	\$ 16,250.00	\$ 16,250.00			\$ 16,250.00	\$ -	\$ -	\$ -	650	3	0
SDI 2898	579	579	0	40	539	\$ 14,475.00		\$ 8,085.00	\$ 800.00	\$ 8,885.00	\$ -	\$ -	\$ 5,590.00	579	0	0
SDI 2967	497	497	0	118	379	\$ 12,425.00		\$ 5,685.00	\$ 2,360.00	\$ 8,045.00	\$ -	\$ -	\$ 4,380.00	497	0	0
3151	219	7	212	219	0	\$ 175.00	\$ 1,050.00			\$ 1,050.00	\$ 25.00	\$ 900.00	\$ -	42	177	0
3257	79	0	79	79	0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	0	79	0
3296	70	2	68	70	0	\$ 50.00	\$ 50.00			\$ 50.00	\$ -	\$ -	\$ -	2	68	0
3298	24	1	23	24	0	\$ 25.00	\$ 25.00			\$ 25.00	\$ -	\$ -	\$ -	1	23	0
3399	3	0	3	1	0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	0	1	2
3921	40	0	40	40	0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	0	40	0
4138	16	0	16	16	0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	0	16	0
5089	65	9	56	65	0	\$ 225.00	\$ 225.00			\$ 225.00	\$ -	\$ -	\$ -	9	56	0
5169-1	31	15	16	31	0	\$ 225.00	\$ 50.00			\$ 50.00	\$ 195.00	\$ 20.00	\$ -	2	29	0
5169-2	46	0	46	46	0	\$ -	\$ 225.00			\$ 225.00	\$ -	\$ 225.00	\$ -	9	37	0
5178	35	0	35	35	0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	0	35	0
5179	95	57	38	95	0	\$ 1,425.00	\$ 1,475.00			\$ 1,475.00	\$ -	\$ 50.00	\$ -	59	36	0
5527	105	2	103	104	0	\$ 50.00	\$ 25.00			\$ 25.00	\$ 25.00	\$ -	\$ -	1	103	1
5634	13	6	7	9	0	\$ 150.00	\$ 125.00			\$ 125.00	\$ 25.00	\$ -	\$ -	5	4	4
5676	73	18	55	71	0	\$ 450.00	\$ 500.00			\$ 500.00	\$ 25.00	\$ 75.00	\$ -	20	51	2
5722	14	14	0	14	0	\$ 350.00	\$ 325.00			\$ 325.00	\$ 25.00	\$ -	\$ -	13	1	0
5988	11	1	10	1	0	\$ 25.00	\$ 25.00			\$ 25.00	\$ -	\$ -	\$ -	1	0	10
6113	27	20	7	27	0	\$ 500.00	\$ 500.00			\$ 500.00	\$ -	\$ -	\$ -	20	7	0
6573	22	19	3	22	0	\$ 475.00	\$ 475.00			\$ 475.00	\$ -	\$ -	\$ -	19	3	0
6388	68	0	68	0	0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	0	0	68
7013	31	30	1	30	0	\$ 750.00	\$ 750.00			\$ 750.00	\$ -	\$ -	\$ -	30	0	1
20,635				19,523	1,008	\$ 396,550.00	\$ 371,500.00	\$ 13,770.00	\$ 3,160.00	\$ 388,430.00	\$ 1,770.00	\$ 3,620.00	\$ 9,970.00	15,936	4,595	104

CITY CURRENT WATER STANDBY CHARGE	\$ 396,550.00
LOT WITH EXISTING BUILDING(HOUSE)	- \$ 1,770.00
SDI OVER CHARGE FEE	- \$ 9,970.00
	\$ 384,810.00
ADDITIONAL WATER STANDBY CHARGE TO BE COLLECTED	+ \$ 3,620.00
WATER STANDBY CHARGE PER RESOLUTION	\$ 388,430.00

NUMBER OF TRACT LOT NON SDI,NO PIPELINES	90
NUMBER OF TRACT LOT NON SDI,WITH PIPELINES, NO BUILDING	14,770
NUMBER OF TRACT LOT SDI,NO PIPELINES	918
NUMBER OF TRACT LOT SDI,WITH PIPELINES, NO BUILDING	158

**CITY OF CALIFORNIA CITY
WATER STANDBY CHARGE
SECOND COMMUNITY**

TRACT	A	B	A-B	WATER LINE		CITY	BASE ON RESOLUTION NO. 8-93-1511				ANALYSIS					
	NO. OF LOT PER RECORDED TRACT	NO. OF LOT PER TRACT BEING CHARGE	NO. OF LOT NOT BEING CHARGE	NO. OF LOT WITH WATER LINE	NO. OF LOT - WITHOUT WATER LINE	CURRENT WATER STANDBY CHARGES BY CITY	NOT SDI	SDI		TOTAL PER RESOLUTION	LOT W/ HOUSE THAT CITY CHARGE WATER STANDBY CHARGE	LOT TO BE CHARGE WATER STANDBY CHARGE	SDI OVER CHARGE FEE	NO. OF UNDEVELOP LOT (EXCLUDED GOV. PROPERTY)	NO. OF BUILDING (PRIVATE PROP. ONLY)	GOV AND OTHER PROPERTY (ROAD, SCHOOL)
								NOT FRONTING WATER MAIN	FRONTING WATER MAIN							
SDI 3060	866	852	14	57	806	\$ 12,780.00		\$ 12,090.00	\$ 1,100.00	\$ 13,190.00	\$ 15.00	\$ 425.00	\$ -	861	2	3
SDI 3061	989	945	44	64	922	\$ 14,175.00		\$ 13,830.00	\$ 1,280.00	\$ 15,110.00	\$ -	\$ 935.00	\$ -	986	0	3
SDI 3062	824	809	15	40	782	\$ 12,165.00		\$ 11,730.00	\$ 800.00	\$ 12,530.00	\$ -	\$ 365.00	\$ -	822	0	2
SDI 3070	1026	1022	4	0	1,022	\$ 15,330.00		\$ 15,330.00	\$ -	\$ 15,330.00	\$ -	\$ -	\$ -	1,022	0	4
SDI 3071	1016	990	26	77	930	\$ 14,850.00		\$ 13,950.00	\$ 1,540.00	\$ 15,490.00	\$ -	\$ 640.00	\$ -	1,007	0	9
SDI 3080	1055	988	67	0	1,053	\$ 14,820.00		\$ 15,795.00	\$ -	\$ 15,795.00	\$ -	\$ 975.00	\$ -	1,053	0	2
SDI 3081	405	382	23	0	405	\$ 5,755.00		\$ 6,075.00	\$ -	\$ 6,075.00	\$ -	\$ 330.00	\$ 10.00	405	0	0
SDI 3139	287	287	0	0	287	\$ 4,305.00		\$ 4,305.00	\$ -	\$ 4,305.00	\$ -	\$ -	\$ -	287	0	0
SDI 3140	426	421	5	152	272	\$ 8,420.00		\$ 4,080.00	\$ 3,040.00	\$ 7,120.00	\$ -	\$ 45.00	\$ 1,345.00	424	0	2
SDI 3186	755	752	3	0	755	\$ 11,280.00		\$ 11,325.00	\$ -	\$ 11,325.00	\$ -	\$ 45.00	\$ -	755	0	0
SDI 3187	992	884	108	0	981	\$ 13,245.00		\$ 14,715.00	\$ -	\$ 14,715.00	\$ -	\$ 1,470.00	\$ -	981	0	11
SDI 3188	941	928	13	0	939	\$ 13,920.00		\$ 14,085.00	\$ -	\$ 14,085.00	\$ -	\$ 165.00	\$ -	939	0	2
SDI 3192	675	0	675	0	675	\$ -		\$ 10,125.00	\$ -	\$ 10,125.00	\$ -	\$ 10,125.00	\$ -	675	0	0
SDI 3193	407	401	6	0	405	\$ 6,015.00		\$ 6,075.00	\$ -	\$ 6,075.00	\$ -	\$ 60.00	\$ -	405	0	2
SDI 3194	1226	1194	32	0	1,223	\$ 17,910.00		\$ 18,345.00	\$ -	\$ 18,345.00	\$ -	\$ 435.00	\$ -	1,223	0	3
SDI 3195	1598	1511	87	49	1,549	\$ 22,680.00		\$ 23,235.00	\$ 980.00	\$ 24,215.00	\$ -	\$ 1,535.00	\$ -	1,598	0	0
SDI 3196	1674	1647	27	105	1,568	\$ 24,705.00		\$ 23,520.00	\$ 2,100.00	\$ 25,620.00	\$ -	\$ 915.00	\$ -	1,673	0	1
SDI 3197	346	345	1	0	345	\$ 5,175.00		\$ 5,175.00	\$ -	\$ 5,175.00	\$ -	\$ -	\$ -	345	0	1
SDI 3198	1053	1047	6	0	1,050	\$ 15,705.00		\$ 15,750.00	\$ -	\$ 15,750.00	\$ -	\$ 45.00	\$ -	1,050	0	3
SDI 3243	590	584	6	0	589	\$ 8,790.00		\$ 8,835.00	\$ -	\$ 8,835.00	\$ -	\$ 45.00	\$ -	589	0	1
SDI 3245	879	836	43	0	872	\$ 12,540.00		\$ 13,080.00	\$ -	\$ 13,080.00	\$ -	\$ 540.00	\$ -	872	0	7
SDI 3279	1111	1094	17	1,099	0	\$ 16,425.00		\$ -	\$ 21,640.00	\$ 21,640.00	\$ 195.00	\$ 5,410.00	\$ -	1,082	17	12
SDI 3280	567	564	3	563	0	\$ 8,445.00		\$ -	\$ 11,240.00	\$ 11,240.00	\$ 15.00	\$ 2,810.00	\$ -	562	1	4
SDI 3281	755	754	1	755	0	\$ 11,310.00		\$ -	\$ 15,100.00	\$ 15,100.00	\$ -	\$ 3,790.00	\$ -	755	0	0
SDI 3282	806	806	0	806	0	\$ 12,090.00		\$ -	\$ 16,100.00	\$ 16,100.00	\$ 15.00	\$ 4,025.00	\$ -	805	1	0
SDI 3288	207	201	6	207	0	\$ 3,030.00		\$ -	\$ 4,120.00	\$ 4,120.00	\$ 15.00	\$ 1,105.00	\$ -	206	1	0
SDI 3353	278	278	0	0	278	\$ 4,170.00		\$ 4,170.00	\$ -	\$ 4,170.00	\$ -	\$ -	\$ -	278	0	0
2593	219	0	219	0	219	\$ -	\$ 5,475.00			\$ 5,475.00	\$ -	\$ 5,475.00	\$ -	219	0	0
2596	224	14	210	0	224	\$ 350.00	\$ 5,600.00			\$ 5,600.00	\$ -	\$ 5,250.00	\$ -	224	0	0
2715	217	217	0	0	217	\$ 5,425.00	\$ 5,425.00			\$ 5,425.00	\$ -	\$ -	\$ -	217	0	0
2737	167	160	7	0	167	\$ 4,000.00	\$ 4,175.00			\$ 4,175.00	\$ -	\$ 175.00	\$ -	167	0	0
2738	164	152	12	4	160	\$ 3,800.00	\$ 4,100.00			\$ 4,100.00	\$ -	\$ 300.00	\$ -	164	0	0
2820	257	256	1	23	234	\$ 6,400.00	\$ 6,425.00			\$ 6,425.00	\$ -	\$ 25.00	\$ -	257	0	0
2827	250	245	5	0	250	\$ 6,200.00	\$ 6,250.00			\$ 6,250.00	\$ -	\$ 50.00	\$ -	250	0	0
2828	342	338	4	10	332	\$ 8,475.00	\$ 8,550.00			\$ 8,550.00	\$ -	\$ 75.00	\$ -	342	0	0
2972	247	245	2	0	247	\$ 6,150.00	\$ 6,175.00			\$ 6,175.00	\$ -	\$ 25.00	\$ -	247	0	0
2973	249	248	1	0	249	\$ 6,200.00	\$ 6,225.00			\$ 6,225.00	\$ -	\$ 25.00	\$ -	249	0	0
3294	3	0	3	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	0	3
24,093				4,011	20,007	\$ 357,035.00	\$ 58,400.00	\$ 265,620.00	\$ 79,040.00	\$ 403,060.00	\$ 255.00	\$ 47,635.00	\$ 1,355.00	23,996	22	75

CITY CURRENT WATER STANDBY CHARGE	\$ 357,035.00
LOT WITH EXISTING BUILDING(HOUSE)	- \$ 255.00
SDI OVER CHARGE FEE	- \$ 1,355.00
	\$ 355,425.00
ADDITIONAL WATER STANDBY CHARGE TO BE COLLECTED	+ \$ 47,635.00
WATER STANDBY CHARGE PER RESOLUTION	\$ 403,060.00

NUMBER OF TRACT LOT NON SDI,NO PIPELINES	2,299
NUMBER OF TRACT LOT NON SDI,WITH PIPELINES, NO BUILDING	37
NUMBER OF TRACT LOT SDI,NO PIPELINES	17,708
NUMBER OF TRACT LOT SDI,WITH PIPELINES, NO BUILDING	3,952

CITY OF CALIFORNIA CITY
WATER STANDBY CHARGE
OTHER TRACK OUTSIDE FIRST COMMUNITY

TRACT	A	B	A-B	WATER LINE		CITY	BASE ON RESOLUTION NO. 8-93-1511				ANALYSIS					
	NO. OF LOT PER RECORDED TRACT	NO. OF LOT PER TRACT BEING CHARGE	NO. OF LOT NOT BEING CHARGE	NO. OF LOT WITH WATER LINE	NO. OF LOT - WITHOUT WATER LINE	CURRENT WATER STANDBY CHARGES BY CITY	NOT SDI	SUBDIVISION DEFERRED IMPROVEMENT (SDI)		TOTAL PER RESOLUTION	LOT W/ HOUSE THAT CITY CHARGE WATER STANDBY CHARGE	LOT TO BE CHARGE WATER STANDBY CHARGE	SDI OVER CHARGE FEE	NO. OF UNDEVELOP LOT (EXCLUDED GOV. PROPERTY)	NO. OF BUILDING (PRIVATE PROP. ONLY)	GOV AND OTHER PROPERTY (ROAD, SCHOOL)
								NOT FRONTING WATER MAIN	FRONTING WATER MAIN							
2147	69	69	0	10	59	\$ 1,725.00	\$ 1,725.00			\$ 1,725.00	\$ -	\$ -	\$ -	69	0	0
2200	64	62	2	0	64	\$ 1,550.00	\$ 1,600.00			\$ 1,600.00	\$ -	\$ 50.00	\$ -	64	0	0
2201	32		32	0	32	\$ 800.00	\$ 800.00			\$ 800.00	\$ -	\$ -	\$ -	32	0	0
2202	32		32	0	32	\$ 775.00	\$ 800.00			\$ 800.00	\$ -	\$ 25.00	\$ -	32	0	0
2274	116		116	0	116	\$ -	\$ 2,900.00			\$ 2,900.00	\$ -	\$ 2,900.00	\$ -	116	0	0
2278	98		98	0	98	\$ -	\$ 2,450.00			\$ 2,450.00	\$ -	\$ 2,450.00	\$ -	98	0	0
2318	12	12	0	0	12	\$ 300.00	\$ 300.00			\$ 300.00	\$ -	\$ -	\$ -	12	0	0
2319	5		5	0	5	\$ 125.00	\$ 125.00			\$ 125.00	\$ -	\$ -	\$ -	5	0	0
2320	6		6	0	6	\$ -	\$ 150.00			\$ 150.00	\$ -	\$ 150.00	\$ -	6	0	0
2343	127		127	0	127	\$ 3,175.00	\$ 3,175.00			\$ 3,175.00	\$ -	\$ -	\$ -	127	0	0
2401	44	31	13	15	29	\$ 775.00	\$ 775.00			\$ 775.00	\$ 25.00	\$ -	\$ -	30	14	0
2443	64	18	46	2	62	\$ 450.00	\$ 1,600.00			\$ 1,600.00	\$ -	\$ 1,150.00	\$ -	64	0	0
2486	26	26	0	0	26	\$ 650.00	\$ 650.00			\$ 650.00	\$ -	\$ -	\$ -	26	0	0
2581	64		64	6	58	\$ -	\$ 1,600.00			\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	64	0	0
2864	2	2	0	2	0	\$ 25.00				\$ -	\$ -	\$ -	\$ -	2	0	0
2880	64	63	1	5	57	\$ 1,575.00	\$ 1,475.00			\$ 1,475.00	\$ 125.00	\$ 25.00	\$ -	59	5	0
3331	46		46	0	46	\$ -	\$ 1,150.00			\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	46	0	0
3498	23		23	0	23	\$ -	\$ 575.00			\$ 575.00	\$ -	\$ 575.00	\$ -	22	1	0
				40	852	\$ 11,925.00	\$ 21,850.00			\$ 21,850.00	\$ 150.00	\$ 10,075.00	\$ -	874	20	0

CITY CURRENT WATER STANDBY CHARGE	\$ 11,925.00
LOT WITH EXISTING BUILDING(HOUSE)	- \$ 150.00
SDI OVER CHARGE FEE	- \$ -
	\$ 11,775.00
ADDITIONAL WATER STANDBY CHARGE TO BE COLLECTED	+ \$ 10,075.00
WATER STANDBY CHARGE PER RESOLUTION	\$ 21,850.00

NUMBER OF TRACT LOT NON SDI,NO PIPELINES	852
NUMBER OF TRACT LOT NON SDI,WITH PIPELINES, NO BUILDING	20

CITY OF CALIFORNIA CITY
WATER STANDBY CHARGE
RANCHO TRACT AND WONDER ACRES

TRACT	A	B	A-B	WATER LINE		CITY		BASE ON RESOLUTION NO: 8-93-1511			ANALYSIS							
	NO. OF LOT PER RECORDED TRACT	NO. OF LOT PER TRACT BEING CHARGE	NO. OF LOT NOT BEING CHARGE	NO. OF LOT WITH WATER LINE	NO. OF LOT - WITHOUT WATER LINE	CURRENT WATER STANDBY CHARGES BY CITY	NOT SDI	SUBDIVISION DEFERRED IMPROVEMENT (SDI)		TOTAL PER RESOLUTION	LOT W/ HOUSE THAT CITY CHARGE WATER STANDBY CHARGE	LOT TO BE CHARGE WATER STANDBY CHARGE	SDI OVER CHARGE FEE	NO. OF UNDEVELOP LOT (EXCLUDED GOV. PROPERTY)	NO. OF BUILDING (PRIVATE PROP. ONLY)	GOV AND OTHER PROPERTY (ROAD , SCHOOL)		
								NOT FRONTING WATER MAIN	FRONTING WATER MAIN									
RANCHO TRACT																		
2162	237	0	237	237	5	\$ 5,525.00	\$ 5,600.00			\$ 5,600.00	\$ -	\$ 75.00		224	13	0		
2237	252	206	46	252	0	\$ 5,375.00	\$ 5,075.00			\$ 5,075.00	\$ 300.00	\$ -		203	49	0		
WONDER ACRES																		
1482	65	0	65	65	2	\$ -	\$ 925.00			\$ 925.00	\$ -	\$ 925.00		37	28	0		
				547	7	\$ 10,900.00				\$ 11,600.00	\$ 300.00	\$ 1,000.00		464	90	0		

CITY CURRENT WATER STANDBY CHARGE	\$ 10,900.00
LOT WITH EXISTING BUILDING(HOUSE)	- \$ 300.00
SDI OVER CHARGE FEE	- \$ -
	\$ 10,600.00
ADDITIONAL WATER STANDBY CHARGE TO BE COLLECTED	+ \$ 1,000.00
WATER STANDBY CHARGE PER RESOLUTION	\$ 11,600.00

NUMBER OF TRACT LOT NON SDI,NO PIPELINES 7
NUMBER OF TRACT LOT NON SDI,WITH PIPELINES, NO BUILDING 457

CITY OF CALIFORNIA CITY
WATER STANDBY CHARGE
PARCEL NOT ON TRACT

ASSESSORS MAP NO.	CURRENT WATER STANDBY CHARGES
302-220	\$ 850.00
205-320	\$ 75.00
206-020	\$ 75.00
208-08	\$ 25.00
206-16	\$ 575.00
211-010	\$ 225.00
212-37	\$ 100.00
212-43	\$ 100.00
213-110	\$ 50.00
215-010	\$ 350.00
215-020	\$ 100.00
216-010	\$ 425.00
218-010	\$ 25.00
277-190	\$ 45.00
277-200	\$ 30.00
274-220	\$ 15.00
275-010	\$ 15.00
299-251	\$ 150.00
302-020	\$ 400.00
302-062	\$ 700.00
302-073	\$ 925.00
302-074	\$ 500.00
302-076	\$ 850.00
302-077	\$ 500.00
302-130	\$ 450.00
302-271	\$ 875.00
302-273	\$ 725.00
302-274	\$ 600.00
302-310	\$ 25.00
302-381	\$ 225.00
302-391	\$ 1,025.00
302-392	\$ 550.00
302-401	\$ 350.00
302-402	\$ 1,250.00
306-210	\$ 15.00
302-402	\$ 25.00
302-411	\$ 400.00
302-431	\$ 1,300.00
302-441	\$ 1,700.00
302-450	\$ 1,050.00
302-460	\$ 475.00
302-470	\$ 350.00
302-480	\$ 675.00
308-130	\$ 500.00
350-060	\$ 25.00
350-070	\$ 75.00
350-28	\$ 25.00
234-56(OUTSIDE CITY)	\$ 400.00
234-02(OUTSIDE CITY)	\$ 325.00
TOTAL \$	20,520.00

CITY OF CALIFORNIA CITY
WATER STANDBY CHARGE

1ST COMMUNITY, RANCHO TRACT AND WONDER ACRE LOTS WITH AND WITHOUT WATER SERVICES

1	NUMBER OF TRACT LOTS NON SDI, NO PIPELINES	97
2	NUMBER OF TRACT LOTS NON SDI, WITH PIPELINES, NO BUILDING	15,227
3	NUMBER OF TRACT LOTS SDI, NO PIPELINES	918
4	NUMBER OF TRACT LOTS SDI, WITH PIPELINES, NO BUILDING	158

2ND COMMUNITY LOTS WITH AND WITHOUT WATER SERVICES

1	NUMBER OF TRACT LOTS NON SDI, NO PIPELINES	2,299
2	NUMBER OF TRACT LOTS NON SDI, WITH PIPELINES, NO BUILDING	37
3	NUMBER OF TRACT LOTS SDI, NO PIPELINES	17,708
4	NUMBER OF TRACT LOTS SDI, WITH PIPELINES, NO BUILDING	3,952

ALL OTHER RECORDED TRACTS LOTS WITH AND WITHOUT WATER SERVICES

1	NUMBER OF TRACT LOTS NON SDI, NO PIPELINES	852
2	NUMBER OF TRACT LOTS NON SDI, WITH PIPELINES, NO BUILDING	20

CITY OF CALIFORNIA CITY
STANDBY CHARGE PER RESOLUTION NO. 8-93-1511

FOR UNDEVELOPED PARCEL ONLY

LOCATION	"ACRES 1"			"ACRES 2"			"ACRES 3"			"ACRES 3"			TOTAL
	NO. OF PARCEL	SDI NO WATER MAIN		NO. OF PARCEL	SDI WITH WATER MAIN		NO. OF PARCEL	NON SDI NO WATER MAIN		NO. OF PARCEL	NON SDI WITH WATER MAIN		
		\$ 15.00	PER PARCEL		\$ 20.00	PER PARCEL		\$ 25.00	PER PARCEL		\$ 25.00	PER PARCEL	
1ST COMMUNITY	918	x \$15.00	\$ 13,770.00	158	x \$20.00	\$ 3,160.00	90	x \$25.00	\$ 2,250.00	14,770	x \$25.00	\$ 369,250.00	\$ 388,430.00
2ND COMMUNITY	17,708	x \$15.00	\$ 265,620.00	3,952	x \$20.00	\$ 79,040.00	2,299	x \$25.00	\$ 57,475.00	37	x \$25.00	\$ 925.00	\$ 403,060.00
RANCHO TRACT AND WONDER ACRES							7	x \$25.00	\$ 175.00	457	x \$25.00	\$ 11,425.00	\$ 11,600.00
OTHER TRACT OUTSIDE 1ST COMMUNITY							853	x \$25.00	\$ 21,325.00	21	x \$25.00	\$ 525.00	\$ 21,850.00
													\$ 824,940.00

PER CITY OF CALIFORNIA CITY RESOLUTION NO. 8-93-1511

(1) **"ACRES 1"**: WITHIN RECORDED TRACTS FOR WHICH A SUBDIVISION DEFERRED IMPROVEMENT "SDI" AGREEMENT EXISTS, PARCELS NOT FRONTING UPON A WATER MAIN SHALL PAY A **\$15.00 PER PARCEL** PER ANNUM.

(2) **"ACRES 2"**: WITHIN RECORDED TRACTS FOR WHICH A SUBDIVISION DEFERRED IMPROVEMENT "SDI" AGREEMENT EXISTS, PARCELS FRONTING UPON A WATER MAIN SHALL PAY A **\$20.00 PER PARCEL** PER ANNUM.

(3) **"ACRES 3"**: WITHIN RECORDED TRACTS FOR WHICH AN SDI AGREEMENT DOES NOT EXISTS, PARCELS SHALL PAY **\$25.00 PER PARCEL** PER ANNUM.

RESOLUTION NO. 05-18-2739

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY ADOPTING WATER STANDBY CHARGES FOR THE FISCAL YEAR COMMENCING JULY 1, 2018

THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY RESOLVES as follows:

Section 1. **Purpose**

This Resolution levies the City's existing water standby charges for Fiscal Year 2018-19.

Section 2. **Findings**

The City Council finds, determines and declares as follows:

- A. Due to the size of the City and the interspersing of developed and undeveloped land within many areas of the City, the City operates and maintains a very extensive water system that is designed to serve not only the developed parcels in the City but also the territory that as not yet been developed.
- B. The oversized water system is outdated, in need of substantial rehabilitation and improvements, and expensive to operate and maintain.
- C. The Uniform Standby Charge Procedures Act (Gov't Code Sec. 54984 et seq.) (the "Act") authorizes the City to fix a water standby charge on land within the City that derive benefit from the availability of facilities to provide water service, even if that land does not actually use the water service.
- D. In 1992 and 1993, the City Council conducted proceedings pursuant to the Act to fix a standby charge (the "Standby Charge") to fund for the construction and reconstruction of water production, transmission and storage facilities.
- E. Since the Standby Charge was first fixed, (i) the City has annually taken action to continue the Standby Charge pursuant to Section 54984.7 of the Act and (ii) the Standby Charge has been collected on each year's property tax roll.
- F. The rate of the Standby Charge has not changed since it was initially levied in Fiscal Year 1992-1993.

- G. Pursuant to Section 5(a) of Article XIII D of the California Constitution, the Standby Charge is exempt from the procedures and approval process set forth in Section 4 of Article XIII D of the California Constitution.
- H. On April 24, 2018, the City Council adopted a resolution initiating proceedings for the Fiscal Year 2018-19 levy of the Standby Charge
- I. On May 8, 2018, the City Council held a full and fair public hearing. At the hearing, the Council heard and considered all objections or protests, if any, to the proposed charges.

Section 3. Continuation of Standby Charge

The Standby Charge is continued in Fiscal Year 2018-19 pursuant to Section 54984.7 of the Act at the following rate:

- (a) Effective July 1, 2018, water standby charges shall be paid by certain property within the City not receiving water service as follows:
 - (1) Within recorded tracts for which a Subdivision Deferred Improvement "SDI" Agreement exists, parcels not fronting upon a water main shall pay \$15.00 per parcel per annum.
 - (2) Within recorded tracts for which an SDI agreement exists, parcels fronting upon a water main shall pay \$20.00 per parcel per annum.
 - (3) Within recorded tracts for which an SDI Agreement does not exist, parcels shall pay \$25.00 per parcel per annum.
- (b) Notwithstanding the foregoing, water standby charges shall not be paid by certain property within the City as follows:
 - (1) Parcels contained in a condominium, townhouse or other multi-family residential development shall not pay a standby charge, provided common area parcels shall pay a charge at the rate specified in subsection (a).
 - (2) Ownership interests consisting solely of mineral rights shall not pay standby charges.
 - (3) Parcels within Tract 2714 shall not pay a standby charge.
 - (4) Parcels receiving water service as of the effective date shall not pay a standby charge.

Section 4. Amount of Charge for Each Parcel for Fiscal Year 2018-19

A list of the assessor's parcel number (or other identifying information for any parcel for

which an assessor's parcel number is not listed) of each parcel to be charged is on file in the Office of the City Clerk and incorporated herein by reference. The list also includes the amount of the charge for each listed parcel.

Section 5. Collection

The standby charges shall be collected at the same time and in the same manner as taxes for the fiscal year commencing July 1, 2018. The County Auditor is hereby authorized to place the water standby charges on the tax rolls pursuant to Government Code Section 54984 et seq.

Section 6. Disposition of Proceeds

The monies collected by the City pursuant to this resolution shall be deposited into a special fund, entitled: "Water Enterprise Revenue Fund". Monies in this fund, together with interest and other accruals, shall be expended solely for the construction and reconstruction of water production, transmission and storage facilities to serve property assessed hereunder.

Section 8. Compliance

The City Council does hereby certify that the water standby charges placed on the tax rolls comply with the applicable provisions of Article XIID of the California Constitution.

PASSED, APPROVED AND ADOPTED THIS 8th DAY OF May 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, Jennifer Wood

ATTEST:

City Clerk, Denise Hilliker

City of California City City Council

May 8, 2018

TO: Mayor and City Council

FROM: Bob Stockwell, City Manager

SUBJECT: SDI Loan Agreement Reinstatements

SUMMARY AND RECOMMENDATION

In the early 1990's the City loaned funds to the City's redevelopment agency for two projects. The first was the purchase of land to be used for development of housing the second was for upgrades at the waste water treatment plant. As explained further below, the state legislation to dissolve redevelopment agencies originally cancelled all loan agreements between the agency that set up a redevelopment agency and the local redevelopment agency. Further amendments to those laws now allow a City that has gone through the audit process and taken the steps required by the law to receive a finding of completion from the State Department of Finance to reinstate those type of loans, but the interest rate is limited to 3% simple interest and there are some other restrictions on the use of the funds which are required. The Successor Agency received a finding of completion from DOF on December 23, 2015.

The action presented to the Council and the Successor Agency tonight are resolutions approving new loan agreements to reinstate the loans between the City SDI fund and the Successor Agency, which now controls all assets and actions of the former Redevelopment Agency. Staff recommends approval by both the City Council and the Successor Agency.

ANALYSIS

The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency an amount equal to \$5,902,000 from the City's SDI Fund. The purpose of the loan was to construct improvements to the Waste Water Treatment Plant serving the Redevelopment Project Area. The RDA has repaid the City SDI Fund some interest to date but has not paid down any amount of the loan principal balance. The City and Redevelopment Agency executed a second promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the development of market rate and affordable housing within the Redevelopment Project Area. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal. The promissory of July 1, 1993 and September 27, 1993 are hereinafter referred to as the "RDA Promissory Notes."

Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their

CC NB 1.

activities. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

The Successor Agency listed the obligation to repay RDA Promissory notes to the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those loans would be allowed. At that time, Health and Safety Code Section 34171(d)(2) provided, with a few exceptions, that "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

Repayment of the loan will be subject to several amended terms, per Health and Safety Code, Section 34191.4:

- Interest rates on the loans will be recalculated to 3% from the point of inception.
- Payments will be made to principal first, then interest.
- For each ROPS period, loan will be repaid after other enforceable obligations are paid (such as capital projects on the ROPS).
- Maximum payment per year will be 50% of the increase between the amount distributed to the taxing entities in the Redevelopment Plan Area from the Redevelopment Property Tax Trust Fund during that year and the amount distributed to the taxing entities during the base year. (the increment).
- 20% of yearly payments received by the City shall be transferred to the City's Low and Moderate Income Housing Asset Fund.

In keeping with Health and Safety Code requirements, a defined repayment schedule has been developed with annual payments. Payments will be made based upon availability of funds after payment of other enforceable obligations on the ROPS and the yearly cap. Based upon this requirement, sufficient funds are projected to be available to begin payments in fiscal year 2019-20 and complete loan payoff as shown in the repayment schedule.

ATTACHMENTS

Resolution approving loan agreements

**LOAN AGREEMENT BETWEEN THE CITY OF CALIFORNIA CITY
AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF CALIFORNIA CITY AMENDING AND
REINSTATING A PROMISSORY NOTE BETWEEN THE CITY OF
CALIFORNIA CITY AND THE FORMER REDEVELOPMENT
AGENCY OF THE CITY OF CALIFORNIA CITY**

THIS LOAN AGREEMENT AND AMENDMENT TO PROMISSORY NOTE
(this "Agreement") is entered into this day of May 8, 2018, by and between the CITY OF CALIFORNIA CITY, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY, a public body (the "Successor Agency").

RECITALS

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Agreement with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of California City (the "Redevelopment Agency" or "RDA") and subsequently adopted the Redevelopment Plan for the City of California City (the "Redevelopment Plan").

B. The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency \$5,902,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the construction of housing within the Redevelopment Project Area, and the City did acquire the property. The RDA has repaid the City SDI Fund interest to date in the amount of \$400,000 but has not paid down any amount of the principal. The promissory of April 19, 1993 is hereinafter referred to as the "RDA Promissory Note."

C. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

D. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

E. Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

F. However, in a separate procedure authorized by the Dissolution Act, the State Controller's office performed its own audit of transfers between the Redevelopment Agency and the City and determine that the final payment under the RDA Promissory Notes was not proper and ordered that the City return the payment to the Successor Agency. The City returned \$274,644 to the Successor Agency in December 2013.

ATTACHMENT 1

G. The Successor Agency listed the obligation to repay the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those Loans would be allowed.

H. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

I. However, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

J. The Successor Agency received a finding of completion from DOF on December 23, 2015.

K. The parties desire to enter into this Agreement in to ratify the existence and validity of the RDA Promissory Notes, and to authorize the repayment to the City of remaining amount owed to the City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Agreement is (a) to ratify the existence and validity of the RDA Promissory Note dated September 27, 1993, and (b) to establish the understanding and agreement of the parties as to the repayment terms of the September 27, 1993 RDA Promissory Note pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total outstanding amount of the loan owed to the City under the RDA Promissory Note dated September 27, 1993, as of June 30, 2018 was approximately \$12,580,203.73, and no payments have been made to reduce the original principal amount of \$5,902,000. A copy of the original Promissory Note is attached hereto as Exhibit A.

3. Amendment to RDA Promissory Note. Section 5 of the RDA Promissory Note is amended to read, the unpaid principal balance of the loan shall bear interest at the rate of 3% per annum as allowed by Health and Safety Code section 34191.4.

4. Loan Furthered Legitimate Redevelopment Purposes. The parties acknowledge and agree that the amounts due to the City under the Agreement reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency's redevelopment activities and was for legitimate redevelopment purposes. The proceeds of the loan were used to make improvements to the Waste Water Treatment Plant serving the California City Redevelopment Project Area which was a project included within the California City Redevelopment Plan and authorized by the Community Redevelopment Law (Health & Saf. Code §33000 *et al.*)

ATTACHMENT 1

5. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Agreement will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on October 3, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved, by resolution, the Agreement as an enforceable obligation, and made a finding that the loan of funds to the Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes and in compliance with Health and Safety Code section 34191.4(b)(2)(A)

c. The annual repayment to the City shall be the maximum amount authorized each fiscal year under Health and Safety Code section 34191.4(b)(3). The loan repayment amount shall be recalculated from the date of origination of the loan as approved by the redevelopment agency on a quarterly basis, at a simple interest rate of 3 percent. The recalculated loan shall be repaid to the city in accordance with the defined schedule attached hereto as Exhibit B. Moneys repaid shall be applied first to the principal, and second to the interest.

d. Twenty percent (20%) of any loan repayment shall be transferred to the Low and Moderate Income Housing Asset Fund established by the City of California City as the housing successor to the Redevelopment Agency.

6. The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Agreement, together with a finding that the loan of funds by the City to the former Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes.

IN WITNESS WHEREOF, the City and Successor Agency have executed this Agreement as of the date first set forth above.

CITY OF CALIFORNIA CITY

By: Robert Stockwell, City Manager

APPROVED AS TO FORM:

By: Christian Bettenhausen, City Attorney

ATTACHMENT 1

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF CALIFORNIA CITY**

By:

Robert Stockwell, Executive Director

APPROVED AS TO FORM:

By:

Christian Bettenhausen, Agency Counsel

PROMISSORY NOTE

As of July 1, 1993, the City of California City Redevelopment Agency (Agency) promises to pay the City of California City Sub-Division Deferred Improvement Fund (SDI Fund) the sum of 5 million 9 hundred and 2 thousand dollars (\$5,902,000.00) upon the following terms and conditions:

1. **PAYMENT SCHEDULE**

The principal amount shall bear interest as set forth below. The principal and interest hereunder shall be paid to the SDI Fund in twenty equal annual installments beginning on July 1, 2003.

2. **ACCELERATION**

The principal amount payable hereunder may be prepaid at the option of the Agency after July 1, 1994 in an amount equal to the principal thereof plus accrued interest to the date of prepayment.

3. **ATTORNEY'S FEES**

If the SDI Fund institutes and prevails in a lawsuit to enforce this note, the SDI Fund may also recover reasonable attorney's fees and costs.

4. **SUBORDINATION**

This promissory note shall be subordinate to the California City Redevelopment Agency 1991 Tax Allocation Bonds and the 1993 A Tax Allocation Bonds, and the 1993 B taxable Tax Allocation Bonds and any obligations issued to refund such bonds. This promissory note shall be superior to all other claims and obligations of the Redevelopment Agency including any future tax allocation bond issues of the Agency.

5. INTEREST

The unpaid principal balance shall bear interest at the rate of seven and three tenths percent (7.3%) per annum.

IN WITNESS WHEREOF, the parties have executed this note as of the day and year written below.

DATE: April 19 1993

City of California City a
Public body Corporate and
Politie

BY: *Richard J. Moore*

IT's: MAYOR

DATE: April 19 1993

Redevelopment Agency of the
City of California City, a
public body corporate and
politic

BY: *Harold O'Brien*

IT's: CHAIRMAN

**LOAN AGREEMENT BETWEEN THE CITY OF CALIFORNIA CITY
AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF CALIFORNIA CITY AMENDING AND
REINSTATING A PROMISSORY NOTE BETWEEN THE CITY OF
CALIFORNIA CITY AND THE FORMER REDEVELOPMENT
AGENCY OF THE CITY OF CALIFORNIA CITY**

THIS LOAN AGREEMENT AND AMENDMENT TO PROMISSORY NOTE (this "Agreement") is entered into this day of May 8, 2018, by and between the CITY OF CALIFORNIA CITY, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY, a public body (the "Successor Agency").

RECITALS

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Agreement with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of California City (the "Redevelopment Agency" or "RDA") and subsequently adopted the Redevelopment Plan for the City of California City (the "Redevelopment Plan").

B. The City and Redevelopment Agency executed a promissory note dated March 14, 1990, which note was subsequently amended by a new promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the construction of housing within the Redevelopment Project Area, and the City did acquire the property. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal. The promissory of September 27, 1993 is hereinafter referred to as the "RDA Promissory Note."

C. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

D. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

E. Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

F. However, in a separate procedure authorized by the Dissolution Act, the State Controller's office performed its own audit of transfers between the Redevelopment Agency and the City and determine that the final payment under the RDA Promissory Notes was not proper and ordered that the City return the payment to the Successor Agency. The City returned \$274,644 to the Successor Agency in December 2013.

ATTACHMENT 2

G. The Successor Agency listed the obligation to repay the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those Loans would be allowed.

H. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

I. However, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

J. The Successor Agency received a finding of completion from DOF on December 23, 2015.

K. The parties desire to enter into this Agreement in to ratify the existence and validity of the RDA Promissory Notes, and to authorize the repayment to the City of remaining amount owed to the City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Agreement is (a) to ratify the existence and validity of the RDA Promissory Note dated September 27, 1993, and (b) to establish the understanding and agreement of the parties as to the repayment terms of the September 27, 1993 RDA Promissory Note pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total outstanding amount of the loan owed to the City under the RDA Promissory Note dated September 27, 1993, as of June 30, 2018 was approximately \$8,734,822.77 and no payments have been made to reduce the original principal amount of \$4,500,000. A copy of the original Promissory Note is attached hereto as Exhibit A.

3. Amendment to RDA Promissory Note. Section 2 of the RDA Promissory Note is amended to read, "The unpaid principal balance of the loan shall bear interest at the rate of 3% per annum as allowed by Health and Safety Code section 34191.4."

4. Loan Furthered Legitimate Redevelopment Purposes. The parties acknowledge and agree that the amounts due to the City under the Agreement reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency's redevelopment activities and was for legitimate redevelopment purposes. The proceeds of the loan were used to acquire land for the development of market rate and affordable housing within the California City Redevelopment Project Area which was a project included within the California City Redevelopment Plan and authorized by the Community Redevelopment Law (Health & Saf. Code §33000 *et al.*)

ATTACHMENT 2

5. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Agreement will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on October 3, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved, by resolution, the Agreement as an enforceable obligation, and made a finding that the loan of funds to the Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes and in compliance with Health and Safety Code section 34191.4(b)(2)(A)

c. The annual repayment to the City shall be the maximum amount authorized each fiscal year under Health and Safety Code section 34191.4(b)(3). The loan repayment amount shall be recalculated from the date of origination of the loan as approved by the redevelopment agency on a quarterly basis, at a simple interest rate of 3 percent. The recalculated loan shall be repaid to the city in accordance with the defined schedule attached hereto as Exhibit B. Moneys repaid shall be applied first to the principal, and second to the interest.

d. Twenty percent (20%) of any loan repayment shall be transferred to the Low and Moderate Income Housing Asset Fund established by the City of California City as the housing successor to the Redevelopment Agency.

6. The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Agreement, together with a finding that the loan of funds by the City to the former Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes.

IN WITNESS WHEREOF, the City and Successor Agency have executed this Agreement as of the date first set forth above.

CITY OF CALIFORNIA CITY

By: Robert Stockwell, City Manager

APPROVED AS TO FORM:

By: Christian Bettenhausen, City Attorney

-and-

ATTACHMENT 2

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF CALIFORNIA CITY**

By:

Robert Stockwell, Executive Director

APPROVED AS TO FORM:

By:

Christian Bettenhausen, Agency Counsel

PROMISSORY NOTE

On March 14, 1990, for value received, we promise to pay to the order of the CITY OF CALIFORNIA CITY at 21000 Hacienda Boulevard, California City, California 93505, the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000) in lawful money of the United States of America, with interest from the date of execution at the rate per annum equal to the approximate average annual interest rate earned by the City on the investment of SDI funds as determined by the City's Finance Director until paid. Interest shall be payable annually as of July 1 of each year but in no event later than July 31 of each year from available tax increment revenues of the Agency or from proceeds from the sale of the subject property, as hereafter defined. If interest is not paid when due, it shall be added to the principal and become a part thereof bearing interest at the same rate.

In the event of suit to enforce payment of this Note, a reasonable sum additional shall be allowed as attorney's fees in such suit and be made part of the judgment.

The proceeds of this note shall be used by the Redevelopment Agency of the City of California City to finance the purchase of approximately 317 acres of unimproved property adjacent to the Tierra Del Sol municipal Golf Course,

herein referred to as the "subject property" and other related costs in connection therewith including but not limited to closing costs and costs of planning for the development of the subject property. The subject property shall not be sold or encumbered by the Agency except with the consent of the City Council. The principal amount of this promissory note shall be paid from the proceeds, rents or profits from the sale, lease or other disposition of the subject property or, upon demand of the City, from available tax increment revenues received by the Agency until such time as the full amount of the promissory note set forth above is paid.

DATE: March 14, 1990

CITY OF CALIFORNIA CITY
REDEVELOPMENT AGENCY

By: Lothie M. Walper
Chairperson

PROMISSORY NOTE

THE CITY OF CALIFORNIA CITY REDEVELOPMENT AGENCY (Agency) promises to pay the CITY OF CALIFORNIA CITY (City) the sum of four million five hundred thousand dollars (\$4,500,000.00) upon the following terms and conditions:

1. PAYMENT SCHEDULE

The principal amount shall bear interest as set forth below. The principal and interest shall be paid to the City at such times and in such amounts as payments are received from the Weissman Group of California City (Weissman) by the Agency pursuant to the Disposition and Development Agreement (Agreement) between the Agency and Weissman.

2. INTEREST

The unpaid balance shall bear interest at the rate of 12% per annum from March 14, 1990, to January 26, 1993. From January 27, 1993, the unpaid balance shall bear interest at the rate of 6.6% per annum.

3. ACCELERATION

The entire amount payable hereunder shall be due and payable on demand if the Agency shall fail to make payments at the times and in the amounts specified in the Agreement. The City's right to demand such payment shall not be affected by Weissman's failure to make payments under the Agreement.

4. ATTORNEY'S FEES

If the City institutes and prevails in a lawsuit to enforce this note, the City may also recover reasonable attorney's fees and costs.

5. SUBORDINATION

This promissory note shall be subordinate to the California City Redevelopment Agency 1991 Tax Allocation Bonds, the 1993A Tax Allocation Bonds, and 1993B Taxable Tax Allocation Bonds.

6. ENTIRE AGREEMENT

This note supersedes the note executed by the Agency in favor of the City on March 14, 1990.

IN WITNESS WHEREOF, the parties have executed this note as of the day and year written below.

DATE: Sept 27, 1993

CITY OF CALIFORNIA CITY,
a Public Body Corporate
and Politic

BY: Richard W. Moser
IT'S Mayor

DATE: Sept 27, 1993

REDEVELOPMENT AGENCY of
the City of California
City, a Public Body Corporate
and Politic

BY: Harold D. Dineen
IT'S Chairman

Approved As To Form:

Wayne Lemieux

City Attorney

David McEwen

Redevelopment Agency Attorney

IN WITNESS WHEREOF, the parties have executed this note as of the day and year written below.

DATE: Sept 27, 1993

CITY OF CALIFORNIA CITY,
a Public Body Corporate
and Politic

BY: Richard W. Moser
IT'S Mayor

DATE: Sept 27, 1993

REDEVELOPMENT AGENCY of
the City of California
City, a Public Body Cor-
porate and Politic

BY: David McEwen
IT'S Chairman

Approved As To Form:

Denise A. Brogra
Wayne Lemieux

City Attorney

David McEwen
David McEwen

Redevelopment Agency Attorney

RESOLUTION NO. 05-18-2740

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING LOAN AGREEMENTS AND RATIFICATION AND AMENDMENT TO PROMISSORY NOTES EVIDENCING LOANS BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY

RECITALS

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of California City (the "Redevelopment Agency" or "RDA") and subsequently adopted the Redevelopment Plan for the City of California City (the "Redevelopment Plan").

B. The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency an amount equal to \$5,902,000 from the City's SDI Fund. The purpose of the loan was to construct improvements to the Waste Water Treatment Plant serving the Redevelopment Project Area. The RDA has repaid the City SDI Fund some interest to date but has not paid down any amount of the loan principal balance.

C. The City and Redevelopment Agency executed a second promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the development of market rate and affordable housing within the Redevelopment Project Area. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal.

D. Collectively, the promissory of July 1, 1993 and September 27, 1993 are hereinafter referred to as the "RDA Promissory Notes."

E. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

F. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

G. Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

H. In a separate procedure authorized by the Dissolution Act, the State Controller's office performed its own audit of transfers between the Redevelopment Agency and the City and determine that the final payment under the RDA Promissory Notes was not proper and ordered that the City return the payment to the Successor Agency. The City returned \$274,644 to the Successor Agency in December 2013.

G. The Successor Agency listed the obligation to repay the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those loans would be allowed.

H. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

I. The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

J. The Successor Agency received a finding of completion from DOF on December 23, 2015.

K. The parties desire to enter into this Amendment to ratify the existence and validity of the RDA Promissory Notes, and to authorize the repayment to the City of remaining amount owed to the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council of the City of California City finds and determines that the loans between the former Redevelopment Agency and the City were used to further the Redevelopment Agency’s redevelopment activities and were for legitimate redevelopment purposes. The proceeds of the loan benefitted the properties within the California City Redevelopment Project Area, were all projects included within the California City Redevelopment Plan and authorized by the Community Redevelopment Law (Health & Saf. Code §33000 et al.).
2. The City Council of the City of California City approves and authorizes the City Manager to execute the Loan Agreements attached hereto, and incorporated by this reference, as Attachment 1 and Attachment 2 to this resolution.
3. The City Manager is directed to transmit this resolution and the approved and fully executed loan agreements to the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of California City for approval.

APPROVED and ADOPTED this ___th day of May, 2018.

Jennifer Wood, Mayor

ATTEST:

Denise Hilliker, City Clerk

AMORTIZATION SCHEDULE

INTER VALUES			
Loan amount		\$5,797,142.00	
Annual interest rate		3.00%	
Loan period in years		27	
Number of payments per year		1	
Start date of loan		4/19/1993	
Additional extra payments		\$0.00	

LOAN SUMMARY			
Scheduled payment		\$0.00	
Scheduled number of payments		27	
Actual number of payments		1	
Total early payments		\$0.00	
Total interest		\$6,783,061.73	
LENDER NAME		SDI Fund	

DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	C
9/1/993	\$5,797,142.00	\$0.00	\$0.00	\$0.00	-\$173,914.26	\$173,914.26	\$5,971,056.26	\$
9/1/994	\$5,971,056.26	\$0.00	\$0.00	\$0.00	-\$179,131.69	\$179,131.69	\$6,150,187.95	\$
9/1/995	\$6,150,187.95	\$0.00	\$0.00	\$0.00	-\$184,505.64	\$184,505.64	\$6,334,693.59	\$
9/1/996	\$6,334,693.59	\$0.00	\$0.00	\$0.00	-\$190,040.81	\$190,040.81	\$6,524,734.39	\$
9/1/997	\$6,524,734.39	\$0.00	\$0.00	\$0.00	-\$195,742.03	\$195,742.03	\$6,720,476.43	\$
9/1/998	\$6,720,476.43	\$0.00	\$0.00	\$0.00	-\$201,614.29	\$201,614.29	\$6,922,090.72	\$
9/1/999	\$6,922,090.72	\$0.00	\$0.00	\$0.00	-\$207,662.72	\$207,662.72	\$7,129,753.44	\$
9/2/000	\$7,129,753.44	\$0.00	\$0.00	\$0.00	-\$213,892.60	\$213,892.60	\$7,343,646.04	\$
9/2/001	\$7,343,646.04	\$0.00	\$0.00	\$0.00	-\$220,309.38	\$220,309.38	\$7,563,955.42	\$
9/2/002	\$7,563,955.42	\$0.00	\$0.00	\$0.00	-\$226,918.66	\$226,918.66	\$7,790,874.09	\$
9/2/003	\$7,790,874.09	\$0.00	\$0.00	\$0.00	-\$233,726.22	\$233,726.22	\$8,024,600.31	\$
9/2/004	\$8,024,600.31	\$0.00	\$0.00	\$0.00	-\$240,738.01	\$240,738.01	\$8,265,338.32	\$
9/2/005	\$8,265,338.32	\$0.00	\$0.00	\$0.00	-\$247,960.15	\$247,960.15	\$8,513,298.47	\$
9/2/006	\$8,513,298.47	\$0.00	\$0.00	\$0.00	-\$255,398.95	\$255,398.95	\$8,768,697.42	\$
9/2/007	\$8,768,697.42	\$0.00	\$0.00	\$0.00	-\$263,060.92	\$263,060.92	\$9,031,758.35	\$
9/2/008	\$9,031,758.35	\$0.00	\$0.00	\$0.00	-\$270,952.75	\$270,952.75	\$9,302,711.10	\$
9/2/009	\$9,302,711.10	\$0.00	\$0.00	\$0.00	-\$279,081.33	\$279,081.33	\$9,581,792.43	\$
9/2/010	\$9,581,792.43	\$0.00	\$0.00	\$0.00	-\$287,453.77	\$287,453.77	\$9,869,246.20	\$
9/2/011	\$9,869,246.20	\$0.00	\$0.00	\$0.00	-\$296,077.39	\$296,077.39	\$10,165,323.59	\$
9/2/012	\$10,165,323.59	\$0.00	\$0.00	\$0.00	-\$304,958.71	\$304,958.71	\$10,470,283.30	\$
9/2/013	\$10,470,283.30	\$0.00	\$0.00	\$0.00	-\$314,108.50	\$314,108.50	\$10,784,391.79	\$
9/2/014	\$10,784,391.79	\$0.00	\$0.00	\$0.00	-\$323,531.75	\$323,531.75	\$11,107,923.55	\$
9/2/015	\$11,107,923.55	\$0.00	\$0.00	\$0.00	-\$333,237.71	\$333,237.71	\$11,441,161.25	\$
9/2/016	\$11,441,161.25	\$0.00	\$0.00	\$0.00	-\$343,234.84	\$343,234.84	\$11,784,396.09	\$
9/2/017	\$11,784,396.09	\$0.00	\$0.00	\$0.00	-\$353,531.88	\$353,531.88	\$12,137,927.97	\$
9/2/018	\$12,137,927.97	\$0.00	\$0.00	\$0.00	-\$364,137.84	\$364,137.84	\$12,502,065.81	\$
9/2/018	\$12,502,065.81	\$0.00	\$0.00	\$0.00	-\$78,137.91	\$78,137.91	\$12,580,203.73	\$

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Amortization Calculator

Loan Amount

\$ 12580204.00

Interest Rate

3.000

%

Term

15

Yr

Start Date

2018-07-01

Calculate

(<https://www.facebook.com/sharer/sharer.php?u=https://www.calculatestuff.com/financial/loan-amortization-calculator>)



[https://www.calci](https://www.calculatestuff.com/financial/loan-amortization-calculator)

(<https://twitter.com/intent/tweet?text=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

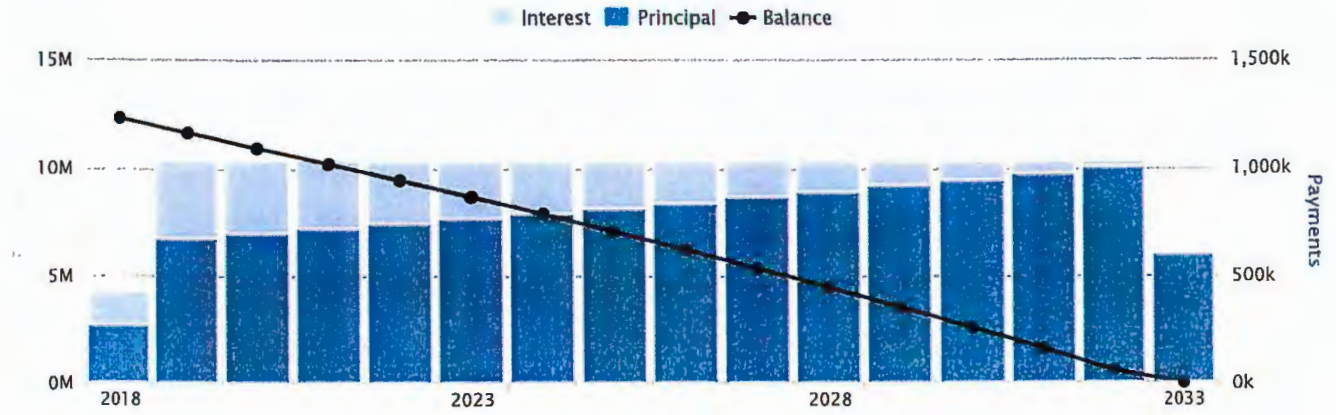
(<https://plus.google.com/share?url=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

\$86,876.58
Monthly Payment

\$15,637,784.24
Over 180 Payments

\$3,057,580.24
Total Interest

Jul 2033
Pay-off Date



Amortization Schedule

Yearly Amortization

Monthly Amortization

Month	Total Paid	Balance
Aug 2018	\$86,876.58	\$12,524,777.93
Sep 2018	\$86,876.58	\$12,469,213.29
Oct 2018	\$86,876.58	\$12,413,509.74
Nov 2018	\$86,876.58	\$12,357,666.93
Dec 2018	\$86,876.58	\$12,301,684.52
Jan 2019	\$86,876.58	\$12,245,562.15
Feb 2019	\$86,876.58	\$12,189,299.48
Mar 2019	\$86,876.58	\$12,132,896.15
Apr 2019	\$86,876.58	\$12,076,351.81
May 2019	\$86,876.58	\$12,019,666.11
Jun 2019	\$86,876.58	\$11,962,838.70
Jul 2019	\$86,876.58	\$11,905,869.22
Aug 2019	\$86,876.58	\$11,848,757.31
Sep 2019	\$86,876.58	\$11,791,502.62
Oct 2019	\$86,876.58	\$11,734,104.80
Nov 2019	\$86,876.58	\$11,676,563.48
Dec 2019	\$86,876.58	\$11,618,878.31
Jan 2020	\$86,876.58	\$11,561,048.93
Feb 2020	\$86,876.58	\$11,503,074.97
Mar 2020	\$86,876.58	\$11,444,956.08
Apr 2020	\$86,876.58	\$11,386,691.89

May 2020	\$86,876.58	\$11,328,282.04
Jun 2020	\$86,876.58	\$11,269,726.17
Jul 2020	\$86,876.58	\$11,211,023.91
Aug 2020	\$86,876.58	\$11,152,174.89
Sep 2020	\$86,876.58	\$11,093,178.75
Oct 2020	\$86,876.58	\$11,034,035.12
Nov 2020	\$86,876.58	\$10,974,743.63
Dec 2020	\$86,876.58	\$10,915,303.91
Jan 2021	\$86,876.58	\$10,855,715.59
Feb 2021	\$86,876.58	\$10,795,978.30
Mar 2021	\$86,876.58	\$10,736,091.67
Apr 2021	\$86,876.58	\$10,676,055.32
May 2021	\$86,876.58	\$10,615,868.88
Jun 2021	\$86,876.58	\$10,555,531.97
Jul 2021	\$86,876.58	\$10,495,044.22
Aug 2021	\$86,876.58	\$10,434,405.25
Sep 2021	\$86,876.58	\$10,373,614.68
Oct 2021	\$86,876.58	\$10,312,672.14
Nov 2021	\$86,876.58	\$10,251,577.24
Dec 2021	\$86,876.58	\$10,190,329.60
Jan 2022	\$86,876.58	\$10,128,928.84
Feb 2022	\$86,876.58	\$10,067,374.58
Mar 2022	\$86,876.58	\$10,005,666.44
Apr 2022	\$86,876.58	\$9,943,804.03
May 2022	\$86,876.58	\$9,881,786.96
Jun 2022	\$86,876.58	\$9,819,614.85
Jul 2022	\$86,876.58	\$9,757,287.31
Aug 2022	\$86,876.58	\$9,694,803.95
Sep 2022	\$86,876.58	\$9,632,164.38
Oct 2022	\$86,876.58	\$9,569,368.21
Nov 2022	\$86,876.58	\$9,506,415.05
Dec 2022	\$86,876.58	\$9,443,304.51

Jan 2023	\$86,876.58	\$9,380,036.19
Feb 2023	\$86,876.58	\$9,316,609.70
Mar 2023	\$86,876.58	\$9,253,024.64
Apr 2023	\$86,876.58	\$9,189,280.62
May 2023	\$86,876.58	\$9,125,377.24
Jun 2023	\$86,876.58	\$9,061,314.10
Jul 2023	\$86,876.58	\$8,997,090.81
Aug 2023	\$86,876.58	\$8,932,706.96
Sep 2023	\$86,876.58	\$8,868,162.15
Oct 2023	\$86,876.58	\$8,803,455.98
Nov 2023	\$86,876.58	\$8,738,588.04
Dec 2023	\$86,876.58	\$8,673,557.93
Jan 2024	\$86,876.58	\$8,608,365.24
Feb 2024	\$86,876.58	\$8,543,009.57
Mar 2024	\$86,876.58	\$8,477,490.51
Apr 2024	\$86,876.58	\$8,411,807.66
May 2024	\$86,876.58	\$8,345,960.60
Jun 2024	\$86,876.58	\$8,279,948.92
Jul 2024	\$86,876.58	\$8,213,772.21
Aug 2024	\$86,876.58	\$8,147,430.06
Sep 2024	\$86,876.58	\$8,080,922.06
Oct 2024	\$86,876.58	\$8,014,247.79
Nov 2024	\$86,876.58	\$7,947,406.83
Dec 2024	\$86,876.58	\$7,880,398.77
Jan 2025	\$86,876.58	\$7,813,223.19
Feb 2025	\$86,876.58	\$7,745,879.67
Mar 2025	\$86,876.58	\$7,678,367.79
Apr 2025	\$86,876.58	\$7,610,687.13
May 2025	\$86,876.58	\$7,542,837.27
Jun 2025	\$86,876.58	\$7,474,817.78
Jul 2025	\$86,876.58	\$7,406,628.24
Aug 2025	\$86,876.58	\$7,338,268.23

Sep 2025	\$86,876.58	\$7,269,737.32
Oct 2025	\$86,876.58	\$7,201,035.08
Nov 2025	\$86,876.58	\$7,132,161.09
Dec 2025	\$86,876.58	\$7,063,114.91
Jan 2026	\$86,876.58	\$6,993,896.12
Feb 2026	\$86,876.58	\$6,924,504.28
Mar 2026	\$86,876.58	\$6,854,938.96
Apr 2026	\$86,876.58	\$6,785,199.73
May 2026	\$86,876.58	\$6,715,286.15
Jun 2026	\$86,876.58	\$6,645,197.79
Jul 2026	\$86,876.58	\$6,574,934.20
Aug 2026	\$86,876.58	\$6,504,494.96
Sep 2026	\$86,876.58	\$6,433,879.62
Oct 2026	\$86,876.58	\$6,363,087.74
Nov 2026	\$86,876.58	\$6,292,118.88
Dec 2026	\$86,876.58	\$6,220,972.60
Jan 2027	\$86,876.58	\$6,149,648.45
Feb 2027	\$86,876.58	\$6,078,145.99
Mar 2027	\$86,876.58	\$6,006,464.77
Apr 2027	\$86,876.58	\$5,934,604.35
May 2027	\$86,876.58	\$5,862,564.28
Jun 2027	\$86,876.58	\$5,790,344.11
Jul 2027	\$86,876.58	\$5,717,943.39
Aug 2027	\$86,876.58	\$5,645,361.67
Sep 2027	\$86,876.58	\$5,572,598.49
Oct 2027	\$86,876.58	\$5,499,653.41
Nov 2027	\$86,876.58	\$5,426,525.96
Dec 2027	\$86,876.58	\$5,353,215.69
Jan 2028	\$86,876.58	\$5,279,722.15
Feb 2028	\$86,876.58	\$5,206,044.88
Mar 2028	\$86,876.58	\$5,132,183.41
Apr 2028	\$86,876.58	\$5,058,137.29

May 2028	\$86,876.58	\$4,983,906.05
Jun 2028	\$86,876.58	\$4,909,489.24
Jul 2028	\$86,876.58	\$4,834,886.38
Aug 2028	\$86,876.58	\$4,760,097.02
Sep 2028	\$86,876.58	\$4,685,120.68
Oct 2028	\$86,876.58	\$4,609,956.90
Nov 2028	\$86,876.58	\$4,534,605.21
Dec 2028	\$86,876.58	\$4,459,065.14
Jan 2029	\$86,876.58	\$4,383,336.22
Feb 2029	\$86,876.58	\$4,307,417.98
Mar 2029	\$86,876.58	\$4,231,309.94
Apr 2029	\$86,876.58	\$4,155,011.63
May 2029	\$86,876.58	\$4,078,522.58
Jun 2029	\$86,876.58	\$4,001,842.31
Jul 2029	\$86,876.58	\$3,924,970.34
Aug 2029	\$86,876.58	\$3,847,906.19
Sep 2029	\$86,876.58	\$3,770,649.38
Oct 2029	\$86,876.58	\$3,693,199.42
Nov 2029	\$86,876.58	\$3,615,555.84
Dec 2029	\$86,876.58	\$3,537,718.15
Jan 2030	\$86,876.58	\$3,459,685.87
Feb 2030	\$86,876.58	\$3,381,458.50
Mar 2030	\$86,876.58	\$3,303,035.57
Apr 2030	\$86,876.58	\$3,224,416.58
May 2030	\$86,876.58	\$3,145,601.04
Jun 2030	\$86,876.58	\$3,066,588.46
Jul 2030	\$86,876.58	\$2,987,378.35
Aug 2030	\$86,876.58	\$2,907,970.22
Sep 2030	\$86,876.58	\$2,828,363.57
Oct 2030	\$86,876.58	\$2,748,557.90
Nov 2030	\$86,876.58	\$2,668,552.71
Dec 2030	\$86,876.58	\$2,588,347.51

Jan 2031	\$86,876.58	\$2,507,941.80
Feb 2031	\$86,876.58	\$2,427,335.07
Mar 2031	\$86,876.58	\$2,346,526.83
Apr 2031	\$86,876.58	\$2,265,516.57
May 2031	\$86,876.58	\$2,184,303.78
Jun 2031	\$86,876.58	\$2,102,887.96
Jul 2031	\$86,876.58	\$2,021,268.60
Aug 2031	\$86,876.58	\$1,939,445.19
Sep 2031	\$86,876.58	\$1,857,417.22
Oct 2031	\$86,876.58	\$1,775,184.18
Nov 2031	\$86,876.58	\$1,692,745.56
Dec 2031	\$86,876.58	\$1,610,100.84
Jan 2032	\$86,876.58	\$1,527,249.51
Feb 2032	\$86,876.58	\$1,444,191.05
Mar 2032	\$86,876.58	\$1,360,924.95
Apr 2032	\$86,876.58	\$1,277,450.68
May 2032	\$86,876.58	\$1,193,767.73
Jun 2032	\$86,876.58	\$1,109,875.57
Jul 2032	\$86,876.58	\$1,025,773.68
Aug 2032	\$86,876.58	\$941,461.53
Sep 2032	\$86,876.58	\$856,938.60
Oct 2032	\$86,876.58	\$772,204.37
Nov 2032	\$86,876.58	\$687,258.30
Dec 2032	\$86,876.58	\$602,099.87
Jan 2033	\$86,876.58	\$516,728.54
Feb 2033	\$86,876.58	\$431,143.78
Mar 2033	\$86,876.58	\$345,345.06
Apr 2033	\$86,876.58	\$259,331.84
May 2033	\$86,876.58	\$173,103.59
Jun 2033	\$86,876.58	\$86,659.77
Jul 2033	\$86,876.42	\$0.00
Totals	\$15,637,784.24	

MORTGIZATION SCHEDULE

LOAN VALUES

Loan amount	\$4,080,000.00
Annual interest rate	3.00%
Loan term in years	26
Number of payments per year	1
Start date of loan	9/27/1993

LOAN SUMMARY

Scheduled payment	\$0.00
Scheduled number of payments	26
Actual number of payments	1
Total early payments	\$0.00
Total interest	\$4,654,822.77

Additional extra payments \$0.00

LENDER NAME SDI Fund

PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE
7/1/1993	\$4,080,000.00	\$0.00	\$0.00	\$0.00	-\$122,400.00	\$122,400.00	\$4,202,400.00	\$
7/1/1994	\$4,202,400.00	\$0.00	\$0.00	\$0.00	-\$126,072.00	\$126,072.00	\$4,328,472.00	\$
7/1/1995	\$4,328,472.00	\$0.00	\$0.00	\$0.00	-\$129,854.16	\$129,854.16	\$4,458,326.16	\$
7/1/1996	\$4,458,326.16	\$0.00	\$0.00	\$0.00	-\$133,749.78	\$133,749.78	\$4,592,075.94	\$
7/1/1997	\$4,592,075.94	\$0.00	\$0.00	\$0.00	-\$137,762.28	\$137,762.28	\$4,729,838.22	\$
7/1/1998	\$4,729,838.22	\$0.00	\$0.00	\$0.00	-\$141,895.15	\$141,895.15	\$4,871,733.37	\$
7/1/1999	\$4,871,733.37	\$0.00	\$0.00	\$0.00	-\$146,152.00	\$146,152.00	\$5,017,885.37	\$
7/12/2000	\$5,017,885.37	\$0.00	\$0.00	\$0.00	-\$150,536.56	\$150,536.56	\$5,168,421.93	\$1,
7/12/2001	\$5,168,421.93	\$0.00	\$0.00	\$0.00	-\$155,052.66	\$155,052.66	\$5,323,474.59	\$1,
7/12/2002	\$5,323,474.59	\$0.00	\$0.00	\$0.00	-\$159,704.24	\$159,704.24	\$5,483,178.83	\$1,
7/12/2003	\$5,483,178.83	\$0.00	\$0.00	\$0.00	-\$164,495.36	\$164,495.36	\$5,647,674.19	\$1,
7/12/2004	\$5,647,674.19	\$0.00	\$0.00	\$0.00	-\$169,430.23	\$169,430.23	\$5,817,104.42	\$1,
7/12/2005	\$5,817,104.42	\$0.00	\$0.00	\$0.00	-\$174,513.13	\$174,513.13	\$5,991,617.55	\$2,
7/12/2006	\$5,991,617.55	\$0.00	\$0.00	\$0.00	-\$179,748.53	\$179,748.53	\$6,171,366.08	\$2,
7/12/2007	\$6,171,366.08	\$0.00	\$0.00	\$0.00	-\$185,140.98	\$185,140.98	\$6,356,507.06	\$2,
7/12/2008	\$6,356,507.06	\$0.00	\$0.00	\$0.00	-\$190,695.21	\$190,695.21	\$6,547,202.27	\$2,
7/12/2009	\$6,547,202.27	\$0.00	\$0.00	\$0.00	-\$196,416.07	\$196,416.07	\$6,743,618.34	\$2,
7/12/2010	\$6,743,618.34	\$0.00	\$0.00	\$0.00	-\$202,308.55	\$202,308.55	\$6,945,926.89	\$3,
7/12/2011	\$6,945,926.89	\$0.00	\$0.00	\$0.00	-\$208,377.81	\$208,377.81	\$7,154,304.70	\$3,
7/12/2012	\$7,154,304.70	\$0.00	\$0.00	\$0.00	-\$214,629.14	\$214,629.14	\$7,368,933.84	\$3,
7/12/2013	\$7,368,933.84	\$0.00	\$0.00	\$0.00	-\$221,068.02	\$221,068.02	\$7,590,001.85	\$3,
7/12/2014	\$7,590,001.85	\$0.00	\$0.00	\$0.00	-\$227,700.06	\$227,700.06	\$7,817,701.91	\$3,
7/12/2015	\$7,817,701.91	\$0.00	\$0.00	\$0.00	-\$234,531.06	\$234,531.06	\$8,052,232.97	\$4,
7/12/2016	\$8,052,232.97	\$0.00	\$0.00	\$0.00	-\$241,566.99	\$241,566.99	\$8,293,799.95	\$4,
7/12/2017	\$8,293,799.95	\$0.00	\$0.00	\$0.00	-\$248,814.00	\$248,814.00	\$8,542,613.95	\$4,
7/12/2018	\$8,542,613.95	\$0.00	\$0.00	\$0.00	-\$192,208.81	\$192,208.81	\$8,734,822.77	\$4,

Amortization Calculator

Loan Amount

\$ 8734823.00

Interest Rate

3.000

%

Term

15

Yr

Start Date

2018-07-01

Calculate

(<https://www.facebook.com/sharer/sharer.php?u=https://www.calculatestuff.com/financial/loan-amortization-calculator>)



[https://www.calci](https://www.calculatestuff.com/financial/loan-amortization-calculator)

(<https://twitter.com/intent/tweet?text=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

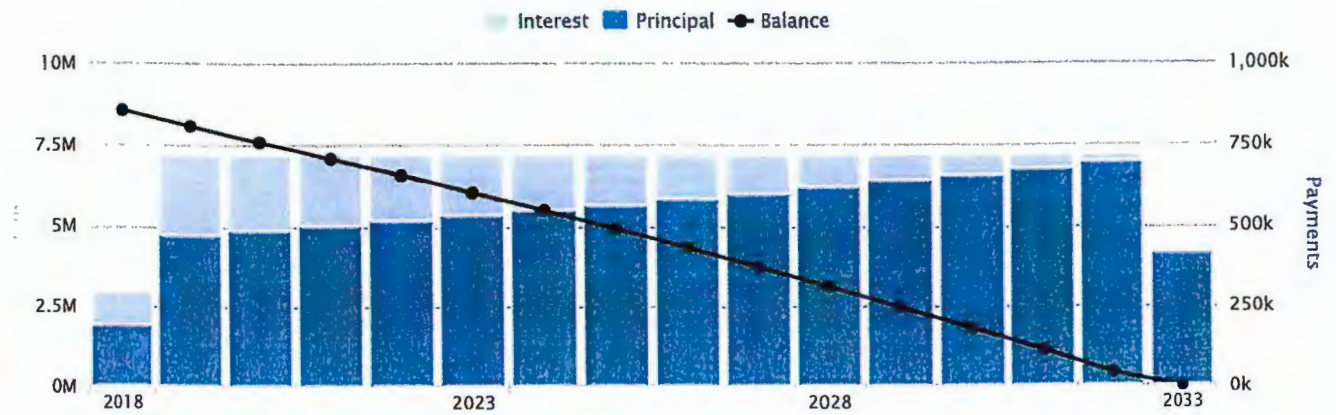
(<https://plus.google.com/share?url=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

\$60,321.08
Monthly Payment

\$10,857,795.33
Over 180 Payments

Jul 2033
Pay-off Date

\$2,122,972.33
Total Interest



Amortization Schedule

Yearly Amortization

Monthly Amortization

Month	Total Paid	Balance
Aug 2018	\$60,321.08	\$8,696,338.98
Sep 2018	\$60,321.08	\$8,657,758.75
Oct 2018	\$60,321.08	\$8,619,082.07
Nov 2018	\$60,321.08	\$8,580,308.70
Dec 2018	\$60,321.08	\$8,541,438.39
Jan 2019	\$60,321.08	\$8,502,470.91
Feb 2019	\$60,321.08	\$8,463,406.01
Mar 2019	\$60,321.08	\$8,424,243.45
Apr 2019	\$60,321.08	\$8,384,982.98
May 2019	\$60,321.08	\$8,345,624.36
Jun 2019	\$60,321.08	\$8,306,167.34
Jul 2019	\$60,321.08	\$8,266,611.68
Aug 2019	\$60,321.08	\$8,226,957.13
Sep 2019	\$60,321.08	\$8,187,203.44
Oct 2019	\$60,321.08	\$8,147,350.37
Nov 2019	\$60,321.08	\$8,107,397.67
Dec 2019	\$60,321.08	\$8,067,345.08
Jan 2020	\$60,321.08	\$8,027,192.36
Feb 2020	\$60,321.08	\$7,986,939.26
Mar 2020	\$60,321.08	\$7,946,585.53
Apr 2020	\$60,321.08	\$7,906,130.91

May 2020	\$60,321.08	\$7,865,575.16
Jun 2020	\$60,321.08	\$7,824,918.02
Jul 2020	\$60,321.08	\$7,784,159.24
Aug 2020	\$60,321.08	\$7,743,298.56
Sep 2020	\$60,321.08	\$7,702,335.73
Oct 2020	\$60,321.08	\$7,661,270.49
Nov 2020	\$60,321.08	\$7,620,102.59
Dec 2020	\$60,321.08	\$7,578,831.77
Jan 2021	\$60,321.08	\$7,537,457.77
Feb 2021	\$60,321.08	\$7,495,980.33
Mar 2021	\$60,321.08	\$7,454,399.20
Apr 2021	\$60,321.08	\$7,412,714.12
May 2021	\$60,321.08	\$7,370,924.83
Jun 2021	\$60,321.08	\$7,329,031.06
Jul 2021	\$60,321.08	\$7,287,032.56
Aug 2021	\$60,321.08	\$7,244,929.06
Sep 2021	\$60,321.08	\$7,202,720.30
Oct 2021	\$60,321.08	\$7,160,406.02
Nov 2021	\$60,321.08	\$7,117,985.96
Dec 2021	\$60,321.08	\$7,075,459.84
Jan 2022	\$60,321.08	\$7,032,827.41
Feb 2022	\$60,321.08	\$6,990,088.40
Mar 2022	\$60,321.08	\$6,947,242.54
Apr 2022	\$60,321.08	\$6,904,289.57
May 2022	\$60,321.08	\$6,861,229.21
Jun 2022	\$60,321.08	\$6,818,061.20
Jul 2022	\$60,321.08	\$6,774,785.27
Aug 2022	\$60,321.08	\$6,731,401.15
Sep 2022	\$60,321.08	\$6,687,908.57
Oct 2022	\$60,321.08	\$6,644,307.26
Nov 2022	\$60,321.08	\$6,600,596.95
Dec 2022	\$60,321.08	\$6,556,777.36

Jan 2023	\$60,321.08	\$6,512,848.22
Feb 2023	\$60,321.08	\$6,468,809.26
Mar 2023	\$60,321.08	\$6,424,660.20
Apr 2023	\$60,321.08	\$6,380,400.77
May 2023	\$60,321.08	\$6,336,030.69
Jun 2023	\$60,321.08	\$6,291,549.69
Jul 2023	\$60,321.08	\$6,246,957.48
Aug 2023	\$60,321.08	\$6,202,253.79
Sep 2023	\$60,321.08	\$6,157,438.34
Oct 2023	\$60,321.08	\$6,112,510.86
Nov 2023	\$60,321.08	\$6,067,471.06
Dec 2023	\$60,321.08	\$6,022,318.66
Jan 2024	\$60,321.08	\$5,977,053.38
Feb 2024	\$60,321.08	\$5,931,674.93
Mar 2024	\$60,321.08	\$5,886,183.04
Apr 2024	\$60,321.08	\$5,840,577.42
May 2024	\$60,321.08	\$5,794,857.78
Jun 2024	\$60,321.08	\$5,749,023.84
Jul 2024	\$60,321.08	\$5,703,075.32
Aug 2024	\$60,321.08	\$5,657,011.93
Sep 2024	\$60,321.08	\$5,610,833.38
Oct 2024	\$60,321.08	\$5,564,539.38
Nov 2024	\$60,321.08	\$5,518,129.65
Dec 2024	\$60,321.08	\$5,471,603.89
Jan 2025	\$60,321.08	\$5,424,961.82
Feb 2025	\$60,321.08	\$5,378,203.14
Mar 2025	\$60,321.08	\$5,331,327.57
Apr 2025	\$60,321.08	\$5,284,334.81
May 2025	\$60,321.08	\$5,237,224.57
Jun 2025	\$60,321.08	\$5,189,996.55
Jul 2025	\$60,321.08	\$5,142,650.46
Aug 2025	\$60,321.08	\$5,095,186.01

Sep 2025	\$60,321.08	\$5,047,602.90
Oct 2025	\$60,321.08	\$4,999,900.83
Nov 2025	\$60,321.08	\$4,952,079.50
Dec 2025	\$60,321.08	\$4,904,138.62
Jan 2026	\$60,321.08	\$4,856,077.89
Feb 2026	\$60,321.08	\$4,807,897.00
Mar 2026	\$60,321.08	\$4,759,595.66
Apr 2026	\$60,321.08	\$4,711,173.57
May 2026	\$60,321.08	\$4,662,630.42
Jun 2026	\$60,321.08	\$4,613,965.92
Jul 2026	\$60,321.08	\$4,565,179.75
Aug 2026	\$60,321.08	\$4,516,271.62
Sep 2026	\$60,321.08	\$4,467,241.22
Oct 2026	\$60,321.08	\$4,418,088.24
Nov 2026	\$60,321.08	\$4,368,812.38
Dec 2026	\$60,321.08	\$4,319,413.33
Jan 2027	\$60,321.08	\$4,269,890.78
Feb 2027	\$60,321.08	\$4,220,244.43
Mar 2027	\$60,321.08	\$4,170,473.96
Apr 2027	\$60,321.08	\$4,120,579.06
May 2027	\$60,321.08	\$4,070,559.43
Jun 2027	\$60,321.08	\$4,020,414.75
Jul 2027	\$60,321.08	\$3,970,144.71
Aug 2027	\$60,321.08	\$3,919,748.99
Sep 2027	\$60,321.08	\$3,869,227.28
Oct 2027	\$60,321.08	\$3,818,579.27
Nov 2027	\$60,321.08	\$3,767,804.64
Dec 2027	\$60,321.08	\$3,716,903.07
Jan 2028	\$60,321.08	\$3,665,874.25
Feb 2028	\$60,321.08	\$3,614,717.86
Mar 2028	\$60,321.08	\$3,563,433.57
Apr 2028	\$60,321.08	\$3,512,021.07

May 2028	\$60,321.08	\$3,460,480.04
Jun 2028	\$60,321.08	\$3,408,810.16
Jul 2028	\$60,321.08	\$3,357,011.11
Aug 2028	\$60,321.08	\$3,305,082.56
Sep 2028	\$60,321.08	\$3,253,024.19
Oct 2028	\$60,321.08	\$3,200,835.67
Nov 2028	\$60,321.08	\$3,148,516.68
Dec 2028	\$60,321.08	\$3,096,066.89
Jan 2029	\$60,321.08	\$3,043,485.98
Feb 2029	\$60,321.08	\$2,990,773.61
Mar 2029	\$60,321.08	\$2,937,929.46
Apr 2029	\$60,321.08	\$2,884,953.20
May 2029	\$60,321.08	\$2,831,844.50
Jun 2029	\$60,321.08	\$2,778,603.03
Jul 2029	\$60,321.08	\$2,725,228.46
Aug 2029	\$60,321.08	\$2,671,720.45
Sep 2029	\$60,321.08	\$2,618,078.67
Oct 2029	\$60,321.08	\$2,564,302.79
Nov 2029	\$60,321.08	\$2,510,392.47
Dec 2029	\$60,321.08	\$2,456,347.37
Jan 2030	\$60,321.08	\$2,402,167.16
Feb 2030	\$60,321.08	\$2,347,851.50
Mar 2030	\$60,321.08	\$2,293,400.05
Apr 2030	\$60,321.08	\$2,238,812.47
May 2030	\$60,321.08	\$2,184,088.42
Jun 2030	\$60,321.08	\$2,129,227.56
Jul 2030	\$60,321.08	\$2,074,229.55
Aug 2030	\$60,321.08	\$2,019,094.04
Sep 2030	\$60,321.08	\$1,963,820.70
Oct 2030	\$60,321.08	\$1,908,409.17
Nov 2030	\$60,321.08	\$1,852,859.11
Dec 2030	\$60,321.08	\$1,797,170.18

Jan 2031	\$60,321.08	\$1,741,342.03
Feb 2031	\$60,321.08	\$1,685,374.31
Mar 2031	\$60,321.08	\$1,629,266.67
Apr 2031	\$60,321.08	\$1,573,018.76
May 2031	\$60,321.08	\$1,516,630.23
Jun 2031	\$60,321.08	\$1,460,100.73
Jul 2031	\$60,321.08	\$1,403,429.90
Aug 2031	\$60,321.08	\$1,346,617.39
Sep 2031	\$60,321.08	\$1,289,662.85
Oct 2031	\$60,321.08	\$1,232,565.93
Nov 2031	\$60,321.08	\$1,175,326.26
Dec 2031	\$60,321.08	\$1,117,943.50
Jan 2032	\$60,321.08	\$1,060,417.28
Feb 2032	\$60,321.08	\$1,002,747.24
Mar 2032	\$60,321.08	\$944,933.03
Apr 2032	\$60,321.08	\$886,974.28
May 2032	\$60,321.08	\$828,870.64
Jun 2032	\$60,321.08	\$770,621.74
Jul 2032	\$60,321.08	\$712,227.21
Aug 2032	\$60,321.08	\$653,686.70
Sep 2032	\$60,321.08	\$594,999.84
Oct 2032	\$60,321.08	\$536,166.26
Nov 2032	\$60,321.08	\$477,185.60
Dec 2032	\$60,321.08	\$418,057.48
Jan 2033	\$60,321.08	\$358,781.54
Feb 2033	\$60,321.08	\$299,357.41
Mar 2033	\$60,321.08	\$239,784.72
Apr 2033	\$60,321.08	\$180,063.10
May 2033	\$60,321.08	\$120,192.18
Jun 2033	\$60,321.08	\$60,171.58
Jul 2033	\$60,322.01	\$0.00
Totals	\$10,857,795.33	

City of California City Successor Agency

May 8, 2018

TO: Members of the California City Successor Agency

FROM: Bob Stockwell, Executive Director

SUBJECT: SDI Loan Agreement Reinstatements

SUMMARY AND RECOMMENDATION

In the early 1990's the City loaned funds to the City's redevelopment agency for two projects. The first was the purchase of land to be used for development of housing the second was for upgrades at the waste water treatment plant. As explained further below, the state legislation to dissolve redevelopment agencies originally cancelled all loan agreements between the agency that set up a redevelopment agency and the local redevelopment agency. Further amendments to those laws now allow a City that has gone through the audit process and taken the steps required by the law to receive a finding of completion from the State Department of Finance to reinstate those type of loans, but the interest rate is limited to 3% simple interest and there are some other restrictions on the use of the funds which are required. The Successor Agency received a finding of completion from DOF on December 23, 2015.

The action presented to the Council and the Successor Agency tonight are resolutions approving new loan agreements to reinstate the loans between the City SDI fund and the Successor Agency, which now controls all assets and actions of the former Redevelopment Agency. Staff recommends approval by both the City Council and the Successor Agency.

ANALYSIS

The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency an amount equal to \$5,902,000 from the City's SDI Fund. The purpose of the loan was to construct improvements to the Waste Water Treatment Plant serving the Redevelopment Project Area. The RDA has repaid the City SDI Fund some interest to date but has not paid down any amount of the loan principal balance. The City and Redevelopment Agency executed a second promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the development of market rate and affordable housing within the Redevelopment Project Area. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal. The promissory of July 1, 1993 and September 27, 1993 are hereinafter referred to as the "RDA Promissory Notes."

Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their

SA NB 1.

activities. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

The Successor Agency listed the obligation to repay RDA Promissory notes to the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those loans would be allowed. At that time, Health and Safety Code Section 34171(d)(2) provided, with a few exceptions, that "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

Repayment of the loan will be subject to several amended terms, per Health and Safety Code, Section 34191.4:

- Interest rates on the loans will be recalculated to 3% from the point of inception.
- Payments will be made to principal first, then interest.
- For each ROPS period, loan will be repaid after other enforceable obligations are paid (such as capital projects on the ROPS).
- Maximum payment per year will be 50% of the increase between the amount distributed to the taxing entities in the Redevelopment Plan Area from the Redevelopment Property Tax Trust Fund during that year and the amount distributed to the taxing entities during the base year. (the increment).
- 20% of yearly payments received by the City shall be transferred to the City's Low and Moderate Income Housing Asset Fund.

In keeping with Health and Safety Code requirements, a defined repayment schedule has been developed with annual payments. Payments will be made based upon availability of funds after payment of other enforceable obligations on the ROPS and the yearly cap. Based upon this requirement, sufficient funds are projected to be available to begin payments in fiscal year 2019-20 and complete loan payoff as shown in the repayment schedule.

ATTACHMENTS

Resolution approving loan agreements

**LOAN AGREEMENT BETWEEN THE CITY OF CALIFORNIA CITY
AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF CALIFORNIA CITY AMENDING AND
REINSTATING A PROMISSORY NOTE BETWEEN THE CITY OF
CALIFORNIA CITY AND THE FORMER REDEVELOPMENT
AGENCY OF THE CITY OF CALIFORNIA CITY**

THIS LOAN AGREEMENT AND AMENDMENT TO PROMISSORY NOTE (this "Agreement") is entered into this day of May 8, 2018, by and between the CITY OF CALIFORNIA CITY, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY, a public body (the "Successor Agency").

RECITALS

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Agreement with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of California City (the "Redevelopment Agency" or "RDA") and subsequently adopted the Redevelopment Plan for the City of California City (the "Redevelopment Plan").

B. The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency \$5,902,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the construction of housing within the Redevelopment Project Area, and the City did acquire the property. The RDA has repaid the City SDI Fund interest to date in the amount of \$400,000 but has not paid down any amount of the principal. The promissory of April 19, 1993 is hereinafter referred to as the "RDA Promissory Note."

C. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

D. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

E. Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

F. However, in a separate procedure authorized by the Dissolution Act, the State Controller's office performed its own audit of transfers between the Redevelopment Agency and the City and determine that the final payment under the RDA Promissory Notes was not proper and ordered that the City return the payment to the Successor Agency. The City returned \$274,644 to the Successor Agency in December 2013.

ATTACHMENT 1

G. The Successor Agency listed the obligation to repay the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those Loan would be allowed.

H. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

I. However, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

J. The Successor Agency received a finding of completion from DOF on December 23, 2015.

K. The parties desire to enter into this Agreement in to ratify the existence and validity of the RDA Promissory Notes, and to authorize the repayment to the City of remaining amount owed to the City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Agreement is (a) to ratify the existence and validity of the RDA Promissory Note dated September 27, 1993, and (b) to establish the understanding and agreement of the parties as to the repayment terms of the September 27, 1993 RDA Promissory Note pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total outstanding amount of the loan owed to the City under the RDA Promissory Note dated September 27, 1993, as of June 30, 2018 was approximately \$12,580,203.73, and no payments have been made to reduce the original principal amount of \$5,902,000. A copy of the original Promissory Note is attached hereto as Exhibit A.

3. Amendment to RDA Promissory Note. Section 5 of the RDA Promissory Note is amended to read, the unpaid principal balance of the loan shall bear interest at the rate of 3% per annum as allowed by Health and Safety Code section 34191.4.

4. Loan Furthered Legitimate Redevelopment Purposes. The parties acknowledge and agree that the amounts due to the City under the Agreement reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency's redevelopment activities and was for legitimate redevelopment purposes. The proceeds of the loan were used to make improvements to the Waste Water Treatment Plant serving the California City Redevelopment Project Area which was a project included within the California City Redevelopment Plan and authorized by the Community Redevelopment Law (Health & Saf. Code §33000 *et al.*)

ATTACHMENT 1

5. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Agreement will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on October 3, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved, by resolution, the Agreement as an enforceable obligation, and made a finding that the loan of funds to the Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes and in compliance with Health and Safety Code section 34191.4(b)(2)(A)

c. The annual repayment to the City shall be the maximum amount authorized each fiscal year under Health and Safety Code section 34191.4(b)(3). The loan repayment amount shall be recalculated from the date of origination of the loan as approved by the redevelopment agency on a quarterly basis, at a simple interest rate of 3 percent. The recalculated loan shall be repaid to the city in accordance with the defined schedule attached hereto as Exhibit B. Moneys repaid shall be applied first to the principal, and second to the interest.

d. Twenty percent (20%) of any loan repayment shall be transferred to the Low and Moderate Income Housing Asset Fund established by the City of California City as the housing successor to the Redevelopment Agency.

6. The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Agreement, together with a finding that the loan of funds by the City to the former Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes.

IN WITNESS WHEREOF, the City and Successor Agency have executed this Agreement as of the date first set forth above.

CITY OF CALIFORNIA CITY

By: Robert Stockwell, City Manager

APPROVED AS TO FORM:

By: Christian Bettenhausen, City Attorney

ATTACHMENT 1

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF CALIFORNIA CITY**

By:

Robert Stockwell, Executive Director

APPROVED AS TO FORM:

By:

Christian Bettenhausen, Agency Counsel

PROMISSORY NOTE

As of July 1, 1993, the City of California City Redevelopment Agency (Agency) promises to pay the City of California City Sub-Division Deferred Improvement Fund (SDI Fund) the sum of 5 million 9 hundred and 2 thousand dollars (\$5,902,000.00) upon the following terms and conditions:

1. PAYMENT SCHEDULE

The principal amount shall bear interest as set forth below. The principal and interest hereunder shall be paid to the SDI Fund in twenty equal annual installments beginning on July 1, 2003.

2. ACCELERATION

The principal amount payable hereunder may be prepaid at the option of the Agency after July 1, 1994 in an amount equal to the principal thereof plus accrued interest to the date of prepayment.

3. ATTORNEY'S FEES

If the SDI Fund institutes and prevails in a lawsuit to enforce this note, the SDI Fund may also recover reasonable attorney's fees and costs.

4. SUBORDINATION

This promissory note shall be subordinate to the California City Redevelopment Agency 1991 Tax Allocation Bonds and the 1993 A Tax Allocation Bonds, and the 1993 B taxable Tax Allocation Bonds and any obligations issued to refund such bonds. This promissory note shall be superior to all other claims and obligations of the Redevelopment Agency including any future tax allocation bond issues of the Agency.

5. INTEREST

The unpaid principal balance shall bear interest at the rate of seven and three tenths percent (7.3%) per annum.

IN WITNESS WHEREOF, the parties have executed this note as of the day and year written below.

DATE: April 19 1993

City of California City a
Public body Corporate and
Politie

BY: [Signature]

IT's: MAYOR

DATE: April 19 1993

Redevelopment Agency of the
City of California City, a
public body corporate and
politic

BY: [Signature]

IT's: CHAIRMAN

ATTACHMENT 2

LOAN AGREEMENT BETWEEN THE CITY OF CALIFORNIA CITY AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY AMENDING AND REINSTATING A PROMISSORY NOTE BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY

THIS LOAN AGREEMENT AND AMENDMENT TO PROMISSORY NOTE (this "Agreement") is entered into this day of May 8, 2018, by and between the CITY OF CALIFORNIA CITY, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY, a public body (the "Successor Agency").

RECITALS

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Agreement with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of California City (the "Redevelopment Agency" or "RDA") and subsequently adopted the Redevelopment Plan for the City of California City (the "Redevelopment Plan").

B. The City and Redevelopment Agency executed a promissory note dated March 14, 1990, which note was subsequently amended by a new promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the construction of housing within the Redevelopment Project Area, and the City did acquire the property. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal. The promissory of September 27, 1993 is hereinafter referred to as the "RDA Promissory Note."

C. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

D. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

E. Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

F. However, in a separate procedure authorized by the Dissolution Act, the State Controller's office performed its own audit of transfers between the Redevelopment Agency and the City and determine that the final payment under the RDA Promissory Notes was not proper and ordered that the City return the payment to the Successor Agency. The City returned \$274,644 to the Successor Agency in December 2013.

ATTACHMENT 2

G. The Successor Agency listed the obligation to repay the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those Loan would be allowed.

H. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

I. However, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

J. The Successor Agency received a finding of completion from DOF on December 23, 2015.

K. The parties desire to enter into this Agreement in to ratify the existence and validity of the RDA Promissory Notes, and to authorize the repayment to the City of remaining amount owed to the City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Agreement is (a) to ratify the existence and validity of the RDA Promissory Note dated September 27, 1993, and (b) to establish the understanding and agreement of the parties as to the repayment terms of the September 27, 1993 RDA Promissory Note pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total outstanding amount of the loan owed to the City under the RDA Promissory Note dated September 27, 1993, as of June 30, 2018 was approximately \$8,734,822.77 and no payments have been made to reduce the original principal amount of \$4,500,000. A copy of the original Promissory Note is attached hereto as Exhibit A.

3. Amendment to RDA Promissory Note. Section 2 of the RDA Promissory Note is amended to read, “The unpaid principal balance of the loan shall bear interest at the rate of 3% per annum as allowed by Health and Safety Code section 34191.4.”

4. Loan Furthered Legitimate Redevelopment Purposes. The parties acknowledge and agree that the amounts due to the City under the Agreement reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency’s redevelopment activities and was for legitimate redevelopment purposes. The proceeds of the loan were used to acquire land for the development of market rate and affordable housing within the California City Redevelopment Project Area which was a project included within the California City Redevelopment Plan and authorized by the Community Redevelopment Law (Health & Saf.

ATTACHMENT 2

5. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Agreement will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on October 3, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved, by resolution, the Agreement as an enforceable obligation, and made a finding that the loan of funds to the Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes and in compliance with Health and Safety Code section 34191.4(b)(2)(A)

c. The annual repayment to the City shall be the maximum amount authorized each fiscal year under Health and Safety Code section 34191.4(b)(3). The loan repayment amount shall be recalculated from the date of origination of the loan as approved by the redevelopment agency on a quarterly basis, at a simple interest rate of 3 percent. The recalculated loan shall be repaid to the city in accordance with the defined schedule attached hereto as Exhibit B. Moneys repaid shall be applied first to the principal, and second to the interest.

d. Twenty percent (20%) of any loan repayment shall be transferred to the Low and Moderate Income Housing Asset Fund established by the City of California City as the housing successor to the Redevelopment Agency.

6. The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Agreement, together with a finding that the loan of funds by the City to the former Redevelopment Agency under the RDA Promissory Notes was for legitimate redevelopment purposes.

IN WITNESS WHEREOF, the City and Successor Agency have executed this Agreement as of the date first set forth above.

CITY OF CALIFORNIA CITY

By: Robert Stockwell, City Manager

APPROVED AS TO FORM:

By: Christian Bettenhausen, City Attorney

-and-

ATTACHMENT 2

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF CALIFORNIA CITY**

By:

Robert Stockwell, Executive Director

APPROVED AS TO FORM:

By:

Christian Bettenhausen, Agency Counsel

PROMISSORY NOTE

On March 14, 1990, for value received, we promise to pay to the order of the CITY OF CALIFORNIA CITY at 21000 Hacienda Boulevard, California City, California 93505, the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000) in lawful money of the United States of America, with interest from the date of execution at the rate per annum equal to the approximate average annual interest rate earned by the City on the investment of SDI funds as determined by the City's Finance Director until paid. Interest shall be payable annually as of July 1 of each year but in no event later than July 31 of each year from available tax increment revenues of the Agency or from proceeds from the sale of the subject property, as hereafter defined. If interest is not paid when due, it shall be added to the principal and become a part thereof bearing interest at the same rate.

In the event of suit to enforce payment of this Note, a reasonable sum additional shall be allowed as attorney's fees in such suit and be made part of the judgment.

The proceeds of this note shall be used by the Redevelopment Agency of the City of California City to finance the purchase of approximately 317 acres of unimproved property adjacent to the Tierra Del Sol municipal Golf Course,

herein referred to as the "subject property" and other related costs in connection therewith including but not limited to closing costs and costs of planning for the development of the subject property. The subject property shall not be sold or encumbered by the Agency except with the consent of the City Council. The principal amount of this promissory note shall be paid from the proceeds, rents or profits from the sale, lease or other disposition of the subject property or, upon demand of the City, from available tax increment revenues received by the Agency until such time as the full amount of the promissory note set forth above is paid.

DATE: March 14, 1990

CITY OF CALIFORNIA CITY
REDEVELOPMENT AGENCY

By: Lettie M. Walper
Chairperson

PROMISSORY NOTE

THE CITY OF CALIFORNIA CITY REDEVELOPMENT AGENCY (Agency) promises to pay the CITY OF CALIFORNIA CITY (City) the sum of four million five hundred thousand dollars (\$4,500,000.00) upon the following terms and conditions:

1. PAYMENT SCHEDULE

The principal amount shall bear interest as set forth below. The principal and interest shall be paid to the City at such times and in such amounts as payments are received from the Weissman Group of California City (Weissman) by the Agency pursuant to the Disposition and Development Agreement (Agreement) between the Agency and Weissman.

2. INTEREST

The unpaid balance shall bear interest at the rate of 12% per annum from March 14, 1990, to January 26, 1993. From January 27, 1993, the unpaid balance shall bear interest at the rate of 6.6% per annum.

3. ACCELERATION

The entire amount payable hereunder shall be due and payable on demand if the Agency shall fail to make payments at the times and in the amounts specified in the Agreement. The City's right to demand such payment shall not be affected by Weissman's failure to make payments under the Agreement.

4. ATTORNEY'S FEES

If the City institutes and prevails in a lawsuit to enforce this note, the City may also recover reasonable attorney's fees and costs.

5. SUBORDINATION

This promissory note shall be subordinate to the California City Redevelopment Agency 1991 Tax Allocation Bonds, the 1993A Tax Allocation Bonds, and 1993B Taxable Tax Allocation Bonds.

6. ENTIRE AGREEMENT

This note supersedes the note executed by the Agency in favor of the City on March 14, 1990.

IN WITNESS WHEREOF, the parties have executed this note as of the day and year written below.

DATE: Sept 27, 1993

CITY OF CALIFORNIA CITY,
a Public Body Corporate
and Politic

BY: Richard D. Moser
IT'S Mayor

DATE: Sept 27, 1993

REDEVELOPMENT AGENCY of
the City of California
City, a Public Body Corporate
and Politic

BY: David McEwen
IT'S Chairman

Approved As To Form:

Wayne Lemieux

City Attorney

David McEwen

Redevelopment Agency Attorney

IN WITNESS WHEREOF, the parties have executed this note as of the day and year written below.

DATE: Sept 27, 1993

CITY OF CALIFORNIA CITY,
a Public Body Corporate
and Politic

BY: Richard W. Mose
IT'S Mayor

DATE: Sept 27, 1993

REDEVELOPMENT AGENCY of
the City of California
City, a Public Body Cor-
porate and Politic

BY: David McEwen
IT'S Chairman

Approved As To Form:

Denise A. Brogan
Wayne Lemieux

City Attorney

David McEwen
David McEwen

Redevelopment Agency Attorney

RESOLUTION NO.

RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY APPROVING LOAN AGREEMENTS AND RATIFICATION AND AMENDMENT TO PROMISSORY NOTES EVIDENCING LOANS BETWEEN THE CITY OF CALIFORNIA CITY AND THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY

RECITALS

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of City activated the Redevelopment Agency of the City of California City (the "Redevelopment Agency" or "RDA") and subsequently adopted the Redevelopment Plan for the City of California City (the "Redevelopment Plan").

B. The City and Redevelopment Agency executed a promissory note dated April 19, 1993, whereby the City agreed to lend to the Redevelopment Agency an amount equal to \$5,902,000 from the City's SDI Fund. The purpose of the loan was to construct improvements to the Waste Water Treatment Plant serving the Redevelopment Project Area. The RDA has repaid the City SDI Fund some interest to date but has not paid down any amount of the loan principal balance.

C. The City and Redevelopment Agency executed a second promissory note dated September 27, 1993, whereby the City agreed to lend to the Redevelopment Agency \$4,500,000 from the City's SDI Fund. The purpose of the loan was to pay for the acquisition of land for the development of market rate and affordable housing within the Redevelopment Project Area. The RDA has repaid the City SDI Fund interest to date in the amount of \$1,011,123.65 but has not paid down any amount of the principal.

D. Collectively, the promissory of July 1, 1993 and September 27, 1993 are hereinafter referred to as the "RDA Promissory Notes."

E. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

F. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

G. Pursuant to the Dissolution Act, the Successor Agency underwent the two due diligence reviews required thereunder and made all payments as determined by the Department of Finance ("DOF"). DOF determined that the payment by the Redevelopment Agency on the RDA Promissory Notes the City was improper.

H. In a separate procedure authorized by the Dissolution Act, the State Controller's office performed its own audit of transfers between the Redevelopment Agency and the City and determine that the final payment under the RDA Promissory Notes was not proper and ordered that the City return the payment to the Successor Agency. The City returned \$274,644 to the Successor Agency in December 2013.

G. The Successor Agency listed the obligation to repay the City on its Recognized Obligation Payment Schedule. However, DOF rejected this repayment, stating the RDA Promissory Notes between the RDA and City were voided by the specific language of the Dissolution Act and no further repayments for those loans would be allowed.

H. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

I. The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34191.4, RDA Promissory Notes previously entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

J. The Successor Agency received a finding of completion from DOF on December 23, 2015.

K. The parties desire to enter into this Amendment in order to ratify the existence and validity of the RDA Promissory Notes, and to authorize the repayment to the City of remaining amount owed to the City.

NOW THEREFORE, THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY DOES HEREBY RESOLVE AS FOLLOWS:

1. The Board of the Successor Agency finds and determines that the loans between the former Redevelopment Agency and the City were used to further the Redevelopment Agency’s redevelopment activities and were for legitimate redevelopment purposes. The proceeds of the loan benefitted the properties within the California City Redevelopment Project Area, were all projects included within the California City Redevelopment Plan and authorized by the Community Redevelopment Law (Health & Saf. Code §33000 et al.).
2. The Board of the Successor Agency approves and authorizes the Executive Director to execute the Loan Agreements attached hereto, and incorporated by this reference, as Attachment 1 and Attachment 2 to this resolution.
3. The Executive Director is directed to transmit this resolution and the approved and fully executed loan agreements to the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of California City for approval.

APPROVED and ADOPTED this 8th day of May, 2018.

Jennifer Wood, Chairman

ATTEST:

Denise Hilliker, City Clerk

AMORTIZATION SCHEDULE

INTER VALUES		LOAN SUMMARY	
Loan amount	\$5,797,142.00	Scheduled payment	\$0.00
Annual interest rate	3.00%	Scheduled number of payments	27
Loan period in years	27	Actual number of payments	1
Number of payments per year	1	Total early payments	\$0.00
Start date of loan	4/19/1993	Total interest	\$6,783,061.73
Optional extra payments	\$0.00	LENDER NAME	SDI Fund

PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
1/9/1993	\$5,797,142.00	\$0.00	\$0.00	\$0.00	-\$173,914.26	\$173,914.26	\$5,971,056.26
1/9/1994	\$5,971,056.26	\$0.00	\$0.00	\$0.00	-\$179,131.69	\$179,131.69	\$6,150,187.95
1/9/1995	\$6,150,187.95	\$0.00	\$0.00	\$0.00	-\$184,505.64	\$184,505.64	\$6,334,693.59
1/9/1996	\$6,334,693.59	\$0.00	\$0.00	\$0.00	-\$190,040.81	\$190,040.81	\$6,524,734.39
1/9/1997	\$6,524,734.39	\$0.00	\$0.00	\$0.00	-\$195,742.03	\$195,742.03	\$6,720,476.43
1/9/1998	\$6,720,476.43	\$0.00	\$0.00	\$0.00	-\$201,614.29	\$201,614.29	\$6,922,090.72
1/9/1999	\$6,922,090.72	\$0.00	\$0.00	\$0.00	-\$207,662.72	\$207,662.72	\$7,129,753.44
1/9/2000	\$7,129,753.44	\$0.00	\$0.00	\$0.00	-\$213,892.60	\$213,892.60	\$7,343,646.04
1/9/2001	\$7,343,646.04	\$0.00	\$0.00	\$0.00	-\$220,309.38	\$220,309.38	\$7,563,956.42
1/9/2002	\$7,563,956.42	\$0.00	\$0.00	\$0.00	-\$226,918.66	\$226,918.66	\$7,790,874.09
1/9/2003	\$7,790,874.09	\$0.00	\$0.00	\$0.00	-\$233,726.22	\$233,726.22	\$8,024,600.31
1/9/2004	\$8,024,600.31	\$0.00	\$0.00	\$0.00	-\$240,738.01	\$240,738.01	\$8,265,338.32
1/9/2005	\$8,265,338.32	\$0.00	\$0.00	\$0.00	-\$247,960.15	\$247,960.15	\$8,513,298.47
1/9/2006	\$8,513,298.47	\$0.00	\$0.00	\$0.00	-\$255,398.95	\$255,398.95	\$8,768,697.42
1/9/2007	\$8,768,697.42	\$0.00	\$0.00	\$0.00	-\$263,060.92	\$263,060.92	\$9,031,758.35
1/9/2008	\$9,031,758.35	\$0.00	\$0.00	\$0.00	-\$270,962.75	\$270,962.75	\$9,302,711.10
1/9/2009	\$9,302,711.10	\$0.00	\$0.00	\$0.00	-\$279,081.33	\$279,081.33	\$9,581,792.43
1/9/2010	\$9,581,792.43	\$0.00	\$0.00	\$0.00	-\$287,453.77	\$287,453.77	\$9,869,246.20
1/9/2011	\$9,869,246.20	\$0.00	\$0.00	\$0.00	-\$296,077.39	\$296,077.39	\$10,165,323.59
1/9/2012	\$10,165,323.59	\$0.00	\$0.00	\$0.00	-\$304,959.71	\$304,959.71	\$10,470,283.30
1/9/2013	\$10,470,283.30	\$0.00	\$0.00	\$0.00	-\$314,108.50	\$314,108.50	\$10,784,391.79
1/9/2014	\$10,784,391.79	\$0.00	\$0.00	\$0.00	-\$323,531.75	\$323,531.75	\$11,107,923.55
1/9/2015	\$11,107,923.55	\$0.00	\$0.00	\$0.00	-\$333,237.71	\$333,237.71	\$11,441,161.25
1/9/2016	\$11,441,161.25	\$0.00	\$0.00	\$0.00	-\$343,234.84	\$343,234.84	\$11,784,396.09
1/9/2017	\$11,784,396.09	\$0.00	\$0.00	\$0.00	-\$353,531.88	\$353,531.88	\$12,137,927.97
1/9/2018	\$12,137,927.97	\$0.00	\$0.00	\$0.00	-\$364,137.84	\$364,137.84	\$12,502,065.81
3/30/2018	\$12,502,065.81	\$0.00	\$0.00	\$0.00	-\$78,137.91	\$78,137.91	\$12,580,203.73


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Amortization Calculator

Loan Amount

\$ 12580204.00

Interest Rate

3.000

%

Term

15

Yr

Start Date

2018-07-01

Calculate

(<https://www.facebook.com/sharer/sharer.php?u=https://www.calculatestuff.com/financial/loan-amortization-calculator>)



[https://www.calci](https://www.calculatestuff.com/financial/loan-amortization-calculator)

(<https://twitter.com/intent/tweet?text=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

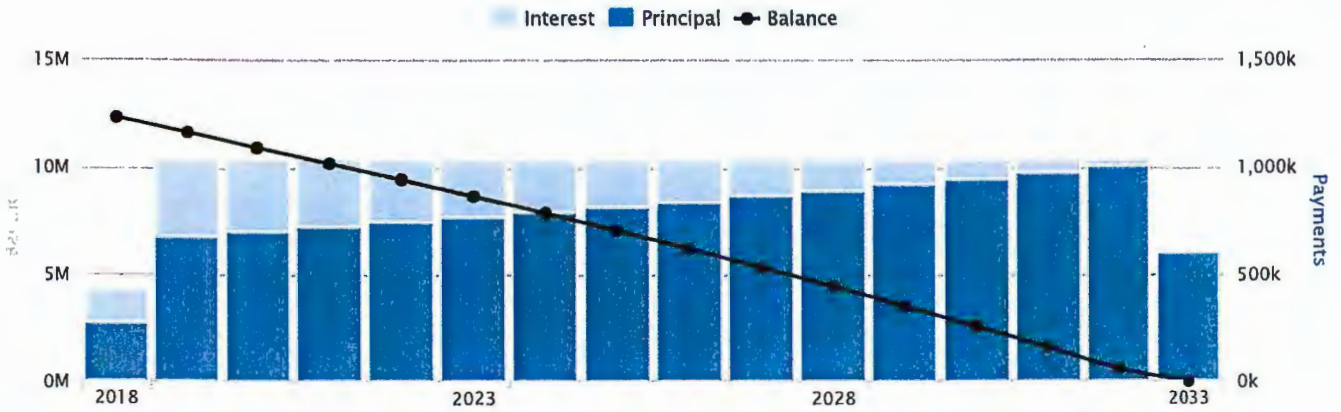
(<https://plus.google.com/share?url=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

\$86,876.58
Monthly Payment

\$15,637,784.24
Over 180 Payments

\$3,057,580.24
Total Interest

Jul 2033
Pay-off Date



Amortization Schedule

Yearly Amortization

Monthly Amortization

Month	Total Paid	Balance
Aug 2018	\$86,876.58	\$12,524,777.93
Sep 2018	\$86,876.58	\$12,469,213.29
Oct 2018	\$86,876.58	\$12,413,509.74
Nov 2018	\$86,876.58	\$12,357,666.93
Dec 2018	\$86,876.58	\$12,301,684.52
Jan 2019	\$86,876.58	\$12,245,562.15
Feb 2019	\$86,876.58	\$12,189,299.48
Mar 2019	\$86,876.58	\$12,132,896.15
Apr 2019	\$86,876.58	\$12,076,351.81
May 2019	\$86,876.58	\$12,019,666.11
Jun 2019	\$86,876.58	\$11,962,838.70
Jul 2019	\$86,876.58	\$11,905,869.22
Aug 2019	\$86,876.58	\$11,848,757.31
Sep 2019	\$86,876.58	\$11,791,502.62
Oct 2019	\$86,876.58	\$11,734,104.80
Nov 2019	\$86,876.58	\$11,676,563.48
Dec 2019	\$86,876.58	\$11,618,878.31
Jan 2020	\$86,876.58	\$11,561,048.93
Feb 2020	\$86,876.58	\$11,503,074.97
Mar 2020	\$86,876.58	\$11,444,956.08
Apr 2020	\$86,876.58	\$11,386,691.89

May 2020	\$86,876.58	\$11,328,282.04
Jun 2020	\$86,876.58	\$11,269,726.17
Jul 2020	\$86,876.58	\$11,211,023.91
Aug 2020	\$86,876.58	\$11,152,174.89
Sep 2020	\$86,876.58	\$11,093,178.75
Oct 2020	\$86,876.58	\$11,034,035.12
Nov 2020	\$86,876.58	\$10,974,743.63
Dec 2020	\$86,876.58	\$10,915,303.91
Jan 2021	\$86,876.58	\$10,855,715.59
Feb 2021	\$86,876.58	\$10,795,978.30
Mar 2021	\$86,876.58	\$10,736,091.67
Apr 2021	\$86,876.58	\$10,676,055.32
May 2021	\$86,876.58	\$10,615,868.88
Jun 2021	\$86,876.58	\$10,555,531.97
Jul 2021	\$86,876.58	\$10,495,044.22
Aug 2021	\$86,876.58	\$10,434,405.25
Sep 2021	\$86,876.58	\$10,373,614.68
Oct 2021	\$86,876.58	\$10,312,672.14
Nov 2021	\$86,876.58	\$10,251,577.24
Dec 2021	\$86,876.58	\$10,190,329.60
Jan 2022	\$86,876.58	\$10,128,928.84
Feb 2022	\$86,876.58	\$10,067,374.58
Mar 2022	\$86,876.58	\$10,005,666.44
Apr 2022	\$86,876.58	\$9,943,804.03
May 2022	\$86,876.58	\$9,881,786.96
Jun 2022	\$86,876.58	\$9,819,614.85
Jul 2022	\$86,876.58	\$9,757,287.31
Aug 2022	\$86,876.58	\$9,694,803.95
Sep 2022	\$86,876.58	\$9,632,164.38
Oct 2022	\$86,876.58	\$9,569,368.21
Nov 2022	\$86,876.58	\$9,506,415.05
Dec 2022	\$86,876.58	\$9,443,304.51

Jan 2023	\$86,876.58	\$9,380,036.19
Feb 2023	\$86,876.58	\$9,316,609.70
Mar 2023	\$86,876.58	\$9,253,024.64
Apr 2023	\$86,876.58	\$9,189,280.62
May 2023	\$86,876.58	\$9,125,377.24
Jun 2023	\$86,876.58	\$9,061,314.10
Jul 2023	\$86,876.58	\$8,997,090.81
Aug 2023	\$86,876.58	\$8,932,706.96
Sep 2023	\$86,876.58	\$8,868,162.15
Oct 2023	\$86,876.58	\$8,803,455.98
Nov 2023	\$86,876.58	\$8,738,588.04
Dec 2023	\$86,876.58	\$8,673,557.93
Jan 2024	\$86,876.58	\$8,608,365.24
Feb 2024	\$86,876.58	\$8,543,009.57
Mar 2024	\$86,876.58	\$8,477,490.51
Apr 2024	\$86,876.58	\$8,411,807.66
May 2024	\$86,876.58	\$8,345,960.60
Jun 2024	\$86,876.58	\$8,279,948.92
Jul 2024	\$86,876.58	\$8,213,772.21
Aug 2024	\$86,876.58	\$8,147,430.06
Sep 2024	\$86,876.58	\$8,080,922.06
Oct 2024	\$86,876.58	\$8,014,247.79
Nov 2024	\$86,876.58	\$7,947,406.83
Dec 2024	\$86,876.58	\$7,880,398.77
Jan 2025	\$86,876.58	\$7,813,223.19
Feb 2025	\$86,876.58	\$7,745,879.67
Mar 2025	\$86,876.58	\$7,678,367.79
Apr 2025	\$86,876.58	\$7,610,687.13
May 2025	\$86,876.58	\$7,542,837.27
Jun 2025	\$86,876.58	\$7,474,817.78
Jul 2025	\$86,876.58	\$7,406,628.24
Aug 2025	\$86,876.58	\$7,338,268.23

Sep 2025	\$86,876.58	\$7,269,737.32
Oct 2025	\$86,876.58	\$7,201,035.08
Nov 2025	\$86,876.58	\$7,132,161.09
Dec 2025	\$86,876.58	\$7,063,114.91
Jan 2026	\$86,876.58	\$6,993,896.12
Feb 2026	\$86,876.58	\$6,924,504.28
Mar 2026	\$86,876.58	\$6,854,938.96
Apr 2026	\$86,876.58	\$6,785,199.73
May 2026	\$86,876.58	\$6,715,286.15
Jun 2026	\$86,876.58	\$6,645,197.79
Jul 2026	\$86,876.58	\$6,574,934.20
Aug 2026	\$86,876.58	\$6,504,494.96
Sep 2026	\$86,876.58	\$6,433,879.62
Oct 2026	\$86,876.58	\$6,363,087.74
Nov 2026	\$86,876.58	\$6,292,118.88
Dec 2026	\$86,876.58	\$6,220,972.60
Jan 2027	\$86,876.58	\$6,149,648.45
Feb 2027	\$86,876.58	\$6,078,145.99
Mar 2027	\$86,876.58	\$6,006,464.77
Apr 2027	\$86,876.58	\$5,934,604.35
May 2027	\$86,876.58	\$5,862,564.28
Jun 2027	\$86,876.58	\$5,790,344.11
Jul 2027	\$86,876.58	\$5,717,943.39
Aug 2027	\$86,876.58	\$5,645,361.67
Sep 2027	\$86,876.58	\$5,572,598.49
Oct 2027	\$86,876.58	\$5,499,653.41
Nov 2027	\$86,876.58	\$5,426,525.96
Dec 2027	\$86,876.58	\$5,353,215.69
Jan 2028	\$86,876.58	\$5,279,722.15
Feb 2028	\$86,876.58	\$5,206,044.88
Mar 2028	\$86,876.58	\$5,132,183.41
Apr 2028	\$86,876.58	\$5,058,137.29

May 2028	\$86,876.58	\$4,983,906.05
Jun 2028	\$86,876.58	\$4,909,489.24
Jul 2028	\$86,876.58	\$4,834,886.38
Aug 2028	\$86,876.58	\$4,760,097.02
Sep 2028	\$86,876.58	\$4,685,120.68
Oct 2028	\$86,876.58	\$4,609,956.90
Nov 2028	\$86,876.58	\$4,534,605.21
Dec 2028	\$86,876.58	\$4,459,065.14
Jan 2029	\$86,876.58	\$4,383,336.22
Feb 2029	\$86,876.58	\$4,307,417.98
Mar 2029	\$86,876.58	\$4,231,309.94
Apr 2029	\$86,876.58	\$4,155,011.63
May 2029	\$86,876.58	\$4,078,522.58
Jun 2029	\$86,876.58	\$4,001,842.31
Jul 2029	\$86,876.58	\$3,924,970.34
Aug 2029	\$86,876.58	\$3,847,906.19
Sep 2029	\$86,876.58	\$3,770,649.38
Oct 2029	\$86,876.58	\$3,693,199.42
Nov 2029	\$86,876.58	\$3,615,555.84
Dec 2029	\$86,876.58	\$3,537,718.15
Jan 2030	\$86,876.58	\$3,459,685.87
Feb 2030	\$86,876.58	\$3,381,458.50
Mar 2030	\$86,876.58	\$3,303,035.57
Apr 2030	\$86,876.58	\$3,224,416.58
May 2030	\$86,876.58	\$3,145,601.04
Jun 2030	\$86,876.58	\$3,066,588.46
Jul 2030	\$86,876.58	\$2,987,378.35
Aug 2030	\$86,876.58	\$2,907,970.22
Sep 2030	\$86,876.58	\$2,828,363.57
Oct 2030	\$86,876.58	\$2,748,557.90
Nov 2030	\$86,876.58	\$2,668,552.71
Dec 2030	\$86,876.58	\$2,588,347.51

Jan 2031	\$86,876.58	\$2,507,941.80
Feb 2031	\$86,876.58	\$2,427,335.07
Mar 2031	\$86,876.58	\$2,346,526.83
Apr 2031	\$86,876.58	\$2,265,516.57
May 2031	\$86,876.58	\$2,184,303.78
Jun 2031	\$86,876.58	\$2,102,887.96
Jul 2031	\$86,876.58	\$2,021,268.60
Aug 2031	\$86,876.58	\$1,939,445.19
Sep 2031	\$86,876.58	\$1,857,417.22
Oct 2031	\$86,876.58	\$1,775,184.18
Nov 2031	\$86,876.58	\$1,692,745.56
Dec 2031	\$86,876.58	\$1,610,100.84
Jan 2032	\$86,876.58	\$1,527,249.51
Feb 2032	\$86,876.58	\$1,444,191.05
Mar 2032	\$86,876.58	\$1,360,924.95
Apr 2032	\$86,876.58	\$1,277,450.68
May 2032	\$86,876.58	\$1,193,767.73
Jun 2032	\$86,876.58	\$1,109,875.57
Jul 2032	\$86,876.58	\$1,025,773.68
Aug 2032	\$86,876.58	\$941,461.53
Sep 2032	\$86,876.58	\$856,938.60
Oct 2032	\$86,876.58	\$772,204.37
Nov 2032	\$86,876.58	\$687,258.30
Dec 2032	\$86,876.58	\$602,099.87
Jan 2033	\$86,876.58	\$516,728.54
Feb 2033	\$86,876.58	\$431,143.78
Mar 2033	\$86,876.58	\$345,345.06
Apr 2033	\$86,876.58	\$259,331.84
May 2033	\$86,876.58	\$173,103.59
Jun 2033	\$86,876.58	\$86,659.77
Jul 2033	\$86,876.42	\$0.00
Totals	\$15,637,784.24	

AMORTIZATION SCHEDULE

ENTER VALUES	
Loan amount	\$4,080,000.00
Annual Interest rate	3.00%
Loan period in years	26
Number of payments per year	1
Start date of loan	9/27/1993
Optional extra payments	\$0.00

LOAN SUMMARY	
Scheduled payment	\$0.00
Scheduled number of payments	26
Actual number of payments	1
Total early payments	\$0.00
Total interest	\$4,654,822.77
LENDER NAME	SDI Fund

PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	C
12/27/1993	\$4,080,000.00	\$0.00	\$0.00	\$0.00	-\$122,400.00	\$122,400.00	\$4,202,400.00	
12/27/1994	\$4,202,400.00	\$0.00	\$0.00	\$0.00	-\$126,072.00	\$126,072.00	\$4,328,472.00	
12/27/1995	\$4,328,472.00	\$0.00	\$0.00	\$0.00	-\$129,854.16	\$129,854.16	\$4,458,326.16	
12/27/1996	\$4,458,326.16	\$0.00	\$0.00	\$0.00	-\$133,749.78	\$133,749.78	\$4,592,075.94	
12/27/1997	\$4,592,075.94	\$0.00	\$0.00	\$0.00	-\$137,762.28	\$137,762.28	\$4,729,838.22	
12/27/1998	\$4,729,838.22	\$0.00	\$0.00	\$0.00	-\$141,895.15	\$141,895.15	\$4,871,733.37	
12/27/1999	\$4,871,733.37	\$0.00	\$0.00	\$0.00	-\$146,152.00	\$146,152.00	\$5,017,885.37	
12/27/2000	\$5,017,885.37	\$0.00	\$0.00	\$0.00	-\$150,536.56	\$150,536.56	\$5,168,421.93	
12/27/2001	\$5,168,421.93	\$0.00	\$0.00	\$0.00	-\$155,052.66	\$155,052.66	\$5,323,474.59	
12/27/2002	\$5,323,474.59	\$0.00	\$0.00	\$0.00	-\$159,704.24	\$159,704.24	\$5,483,178.83	
12/27/2003	\$5,483,178.83	\$0.00	\$0.00	\$0.00	-\$164,495.36	\$164,495.36	\$5,647,674.19	
12/27/2004	\$5,647,674.19	\$0.00	\$0.00	\$0.00	-\$169,430.23	\$169,430.23	\$5,817,104.42	
12/27/2005	\$5,817,104.42	\$0.00	\$0.00	\$0.00	-\$174,513.13	\$174,513.13	\$5,991,617.55	
12/27/2006	\$5,991,617.55	\$0.00	\$0.00	\$0.00	-\$179,748.53	\$179,748.53	\$6,171,366.08	
12/27/2007	\$6,171,366.08	\$0.00	\$0.00	\$0.00	-\$185,140.98	\$185,140.98	\$6,356,507.06	
12/27/2008	\$6,356,507.06	\$0.00	\$0.00	\$0.00	-\$190,695.21	\$190,695.21	\$6,547,202.27	
12/27/2009	\$6,547,202.27	\$0.00	\$0.00	\$0.00	-\$196,416.07	\$196,416.07	\$6,743,618.34	
12/27/2010	\$6,743,618.34	\$0.00	\$0.00	\$0.00	-\$202,308.55	\$202,308.55	\$6,945,926.89	
12/27/2011	\$6,945,926.89	\$0.00	\$0.00	\$0.00	-\$208,377.81	\$208,377.81	\$7,154,304.70	
12/27/2012	\$7,154,304.70	\$0.00	\$0.00	\$0.00	-\$214,629.14	\$214,629.14	\$7,368,933.84	
12/27/2013	\$7,368,933.84	\$0.00	\$0.00	\$0.00	-\$221,068.02	\$221,068.02	\$7,590,001.85	
12/27/2014	\$7,590,001.85	\$0.00	\$0.00	\$0.00	-\$227,700.06	\$227,700.06	\$7,817,701.91	
12/27/2015	\$7,817,701.91	\$0.00	\$0.00	\$0.00	-\$234,531.06	\$234,531.06	\$8,052,232.97	
12/27/2016	\$8,052,232.97	\$0.00	\$0.00	\$0.00	-\$241,566.99	\$241,566.99	\$8,293,799.95	
12/27/2017	\$8,293,799.95	\$0.00	\$0.00	\$0.00	-\$248,814.00	\$248,814.00	\$8,542,613.95	
12/27/2018	\$8,542,613.95	\$0.00	\$0.00	\$0.00	-\$192,208.81	\$192,208.81	\$8,734,822.77	


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Amortization Calculator

Loan Amount

\$ 8734823.00

Interest Rate

3.000

%

Term

15

Yr

Start Date

2018-07-01

Calculate

(<https://www.facebook.com/sharer/sharer.php?u=https://www.calculatestuff.com/financial/loan-amortization-calculator>)



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(<https://plus.google.com/share?url=https://www.calculatestuff.com/financial/loan-amortization-calculator>)

\$60,321.08

Monthly Payment

\$10,857,795.33

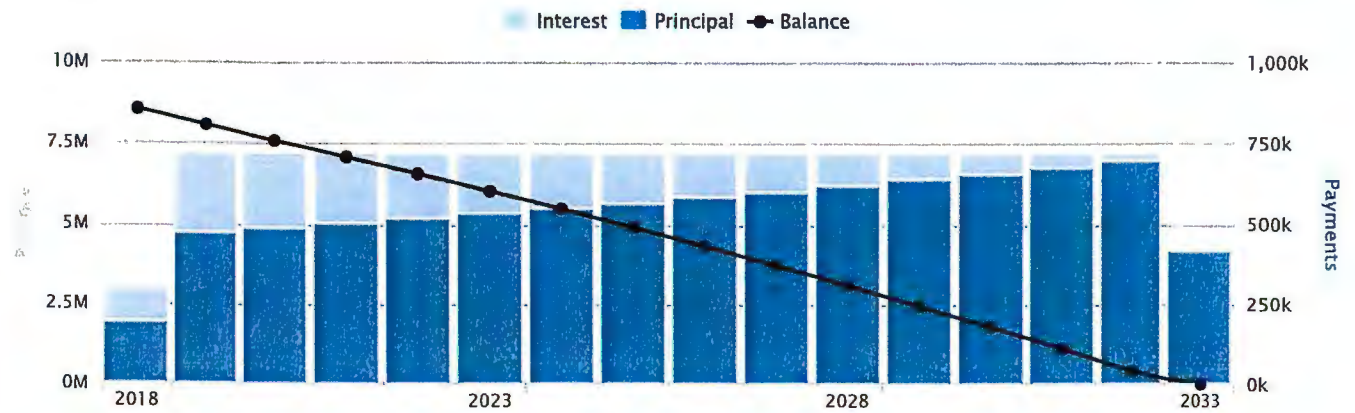
Over 180 Payments

Jul 2033

Pay-off Date

\$2,122,972.33

Total Interest



Amortization Schedule

Yearly Amortization

Monthly Amortization

Month	Total Paid	Balance
Aug 2018	\$60,321.08	\$8,696,338.98
Sep 2018	\$60,321.08	\$8,657,758.75
Oct 2018	\$60,321.08	\$8,619,082.07
Nov 2018	\$60,321.08	\$8,580,308.70
Dec 2018	\$60,321.08	\$8,541,438.39
Jan 2019	\$60,321.08	\$8,502,470.91
Feb 2019	\$60,321.08	\$8,463,406.01
Mar 2019	\$60,321.08	\$8,424,243.45
Apr 2019	\$60,321.08	\$8,384,982.98
May 2019	\$60,321.08	\$8,345,624.36
Jun 2019	\$60,321.08	\$8,306,167.34
Jul 2019	\$60,321.08	\$8,266,611.68
Aug 2019	\$60,321.08	\$8,226,957.13
Sep 2019	\$60,321.08	\$8,187,203.44
Oct 2019	\$60,321.08	\$8,147,350.37
Nov 2019	\$60,321.08	\$8,107,397.67
Dec 2019	\$60,321.08	\$8,067,345.08
Jan 2020	\$60,321.08	\$8,027,192.36
Feb 2020	\$60,321.08	\$7,986,939.26
Mar 2020	\$60,321.08	\$7,946,585.53
Apr 2020	\$60,321.08	\$7,906,130.91

May 2020	\$60,321.08	\$7,865,575.16
Jun 2020	\$60,321.08	\$7,824,918.02
Jul 2020	\$60,321.08	\$7,784,159.24
Aug 2020	\$60,321.08	\$7,743,298.56
Sep 2020	\$60,321.08	\$7,702,335.73
Oct 2020	\$60,321.08	\$7,661,270.49
Nov 2020	\$60,321.08	\$7,620,102.59
Dec 2020	\$60,321.08	\$7,578,831.77
Jan 2021	\$60,321.08	\$7,537,457.77
Feb 2021	\$60,321.08	\$7,495,980.33
Mar 2021	\$60,321.08	\$7,454,399.20
Apr 2021	\$60,321.08	\$7,412,714.12
May 2021	\$60,321.08	\$7,370,924.83
Jun 2021	\$60,321.08	\$7,329,031.06
Jul 2021	\$60,321.08	\$7,287,032.56
Aug 2021	\$60,321.08	\$7,244,929.06
Sep 2021	\$60,321.08	\$7,202,720.30
Oct 2021	\$60,321.08	\$7,160,406.02
Nov 2021	\$60,321.08	\$7,117,985.96
Dec 2021	\$60,321.08	\$7,075,459.84
Jan 2022	\$60,321.08	\$7,032,827.41
Feb 2022	\$60,321.08	\$6,990,088.40
Mar 2022	\$60,321.08	\$6,947,242.54
Apr 2022	\$60,321.08	\$6,904,289.57
May 2022	\$60,321.08	\$6,861,229.21
Jun 2022	\$60,321.08	\$6,818,061.20
Jul 2022	\$60,321.08	\$6,774,785.27
Aug 2022	\$60,321.08	\$6,731,401.15
Sep 2022	\$60,321.08	\$6,687,908.57
Oct 2022	\$60,321.08	\$6,644,307.26
Nov 2022	\$60,321.08	\$6,600,596.95
Dec 2022	\$60,321.08	\$6,556,777.36

5/3/2018

Loan Amortization Calculator

Jan 2023	\$60,321.08	\$6,512,848.22
Feb 2023	\$60,321.08	\$6,468,809.26
Mar 2023	\$60,321.08	\$6,424,660.20
Apr 2023	\$60,321.08	\$6,380,400.77
May 2023	\$60,321.08	\$6,336,030.69
Jun 2023	\$60,321.08	\$6,291,549.69
Jul 2023	\$60,321.08	\$6,246,957.48
Aug 2023	\$60,321.08	\$6,202,253.79
Sep 2023	\$60,321.08	\$6,157,438.34
Oct 2023	\$60,321.08	\$6,112,510.86
Nov 2023	\$60,321.08	\$6,067,471.06
Dec 2023	\$60,321.08	\$6,022,318.66
Jan 2024	\$60,321.08	\$5,977,053.38
Feb 2024	\$60,321.08	\$5,931,674.93
Mar 2024	\$60,321.08	\$5,886,183.04
Apr 2024	\$60,321.08	\$5,840,577.42
May 2024	\$60,321.08	\$5,794,857.78
Jun 2024	\$60,321.08	\$5,749,023.84
Jul 2024	\$60,321.08	\$5,703,075.32
Aug 2024	\$60,321.08	\$5,657,011.93
Sep 2024	\$60,321.08	\$5,610,833.38
Oct 2024	\$60,321.08	\$5,564,539.38
Nov 2024	\$60,321.08	\$5,518,129.65
Dec 2024	\$60,321.08	\$5,471,603.89
Jan 2025	\$60,321.08	\$5,424,961.82
Feb 2025	\$60,321.08	\$5,378,203.14
Mar 2025	\$60,321.08	\$5,331,327.57
Apr 2025	\$60,321.08	\$5,284,334.81
May 2025	\$60,321.08	\$5,237,224.57
Jun 2025	\$60,321.08	\$5,189,996.55
Jul 2025	\$60,321.08	\$5,142,650.46
Aug 2025	\$60,321.08	\$5,095,186.01

Sep 2025	\$60,321.08	\$5,047,602.90
Oct 2025	\$60,321.08	\$4,999,900.83
Nov 2025	\$60,321.08	\$4,952,079.50
Dec 2025	\$60,321.08	\$4,904,138.62
Jan 2026	\$60,321.08	\$4,856,077.89
Feb 2026	\$60,321.08	\$4,807,897.00
Mar 2026	\$60,321.08	\$4,759,595.66
Apr 2026	\$60,321.08	\$4,711,173.57
May 2026	\$60,321.08	\$4,662,630.42
Jun 2026	\$60,321.08	\$4,613,965.92
Jul 2026	\$60,321.08	\$4,565,179.75
Aug 2026	\$60,321.08	\$4,516,271.62
Sep 2026	\$60,321.08	\$4,467,241.22
Oct 2026	\$60,321.08	\$4,418,088.24
Nov 2026	\$60,321.08	\$4,368,812.38
Dec 2026	\$60,321.08	\$4,319,413.33
Jan 2027	\$60,321.08	\$4,269,890.78
Feb 2027	\$60,321.08	\$4,220,244.43
Mar 2027	\$60,321.08	\$4,170,473.96
Apr 2027	\$60,321.08	\$4,120,579.06
May 2027	\$60,321.08	\$4,070,559.43
Jun 2027	\$60,321.08	\$4,020,414.75
Jul 2027	\$60,321.08	\$3,970,144.71
Aug 2027	\$60,321.08	\$3,919,748.99
Sep 2027	\$60,321.08	\$3,869,227.28
Oct 2027	\$60,321.08	\$3,818,579.27
Nov 2027	\$60,321.08	\$3,767,804.64
Dec 2027	\$60,321.08	\$3,716,903.07
Jan 2028	\$60,321.08	\$3,665,874.25
Feb 2028	\$60,321.08	\$3,614,717.86
Mar 2028	\$60,321.08	\$3,563,433.57
Apr 2028	\$60,321.08	\$3,512,021.07

5/3/2018

Loan Amortization Calculator

May 2028	\$60,321.08	\$3,460,480.04
Jun 2028	\$60,321.08	\$3,408,810.16
Jul 2028	\$60,321.08	\$3,357,011.11
Aug 2028	\$60,321.08	\$3,305,082.56
Sep 2028	\$60,321.08	\$3,253,024.19
Oct 2028	\$60,321.08	\$3,200,835.67
Nov 2028	\$60,321.08	\$3,148,516.68
Dec 2028	\$60,321.08	\$3,096,066.89
Jan 2029	\$60,321.08	\$3,043,485.98
Feb 2029	\$60,321.08	\$2,990,773.61
Mar 2029	\$60,321.08	\$2,937,929.46
Apr 2029	\$60,321.08	\$2,884,953.20
May 2029	\$60,321.08	\$2,831,844.50
Jun 2029	\$60,321.08	\$2,778,603.03
Jul 2029	\$60,321.08	\$2,725,228.46
Aug 2029	\$60,321.08	\$2,671,720.45
Sep 2029	\$60,321.08	\$2,618,078.67
Oct 2029	\$60,321.08	\$2,564,302.79
Nov 2029	\$60,321.08	\$2,510,392.47
Dec 2029	\$60,321.08	\$2,456,347.37
Jan 2030	\$60,321.08	\$2,402,167.16
Feb 2030	\$60,321.08	\$2,347,851.50
Mar 2030	\$60,321.08	\$2,293,400.05
Apr 2030	\$60,321.08	\$2,238,812.47
May 2030	\$60,321.08	\$2,184,088.42
Jun 2030	\$60,321.08	\$2,129,227.56
Jul 2030	\$60,321.08	\$2,074,229.55
Aug 2030	\$60,321.08	\$2,019,094.04
Sep 2030	\$60,321.08	\$1,963,820.70
Oct 2030	\$60,321.08	\$1,908,409.17
Nov 2030	\$60,321.08	\$1,852,859.11
Dec 2030	\$60,321.08	\$1,797,170.18

Jan 2031	\$60,321.08	\$1,741,342.03
Feb 2031	\$60,321.08	\$1,685,374.31
Mar 2031	\$60,321.08	\$1,629,266.67
Apr 2031	\$60,321.08	\$1,573,018.76
May 2031	\$60,321.08	\$1,516,630.23
Jun 2031	\$60,321.08	\$1,460,100.73
Jul 2031	\$60,321.08	\$1,403,429.90
Aug 2031	\$60,321.08	\$1,346,617.39
Sep 2031	\$60,321.08	\$1,289,662.85
Oct 2031	\$60,321.08	\$1,232,565.93
Nov 2031	\$60,321.08	\$1,175,326.26
Dec 2031	\$60,321.08	\$1,117,943.50
Jan 2032	\$60,321.08	\$1,060,417.28
Feb 2032	\$60,321.08	\$1,002,747.24
Mar 2032	\$60,321.08	\$944,933.03
Apr 2032	\$60,321.08	\$886,974.28
May 2032	\$60,321.08	\$828,870.64
Jun 2032	\$60,321.08	\$770,621.74
Jul 2032	\$60,321.08	\$712,227.21
Aug 2032	\$60,321.08	\$653,686.70
Sep 2032	\$60,321.08	\$594,999.84
Oct 2032	\$60,321.08	\$536,166.26
Nov 2032	\$60,321.08	\$477,185.60
Dec 2032	\$60,321.08	\$418,057.48
Jan 2033	\$60,321.08	\$358,781.54
Feb 2033	\$60,321.08	\$299,357.41
Mar 2033	\$60,321.08	\$239,784.72
Apr 2033	\$60,321.08	\$180,063.10
May 2033	\$60,321.08	\$120,192.18
Jun 2033	\$60,321.08	\$60,171.58
Jul 2033	\$60,322.01	\$0.00
Totals	\$10,857,795.33	

City of California City Successor Agency

May 8, 2018

TO: Members of the California City Successor Agency

FROM: Bob Stockwell, Executive Director - City Manager

SUBJECT: Pass Thru Agreements – Kern County Superintendent of Schools and Mojave Unified School District & Repayment of Low/Mod Fund loan.

Background

Staff submitted the Recognized Obligation Payment Schedule (ROPS) for the Fiscal Year 2018-19, to the Department of Finance (DOF) on 1/29/18.

The ROPS included the following items;

Item no. 20. Kern County Superintendent of Schools, Pass Thru.	\$22,161
Item no. 21. Loan from Low/Mod Housing – SERAF/ERAF.	\$985,000
Item no. 22. Mojave Unified School District – Pass Thru.	\$102,839

The Department of Finance, upon completion of its review determined the following;

Item Nos. 20 and 22 – Pass-through payments to various school districts in the total outstanding amount of \$22,161 and \$102,839, respectively, are not allowed. The Agency provided a Settlement and Mutual Release Agreement (Agreement) dated November 14, 2017 between the Agency, Kern County Superintendent of Schools, and Mojave Unified School District, in which the parties have settled on the amount of pass-through payments to be requested on ROPS 18-19 funded with Redevelopment Property Tax Trust Fund (RPTTF) funding.

It is our understanding the Agreement states the Oversight Board (OB) approved this Agreement as part of the ROPS 18-19 submission. However, pursuant to HSC section 34179 (h) (1), written notice and information about all actions taken by an OB shall be provided to Finance. Once the OB approves the Agreement, and the corresponding OB action is approved by Finance, the Agency may request funding for this item on a future ROPS. Therefore, this item is not an enforceable obligation at this time and the requested amounts of \$22,161 and \$102,839, respectively, are ineligible for RPTTF.

Item No. 21 – Supplemental Education Revenue Augmentation Fund in the total outstanding amount of \$985,000 is not allowed. HSC section 34171 (d) (1) (G) requires the OB to approve a repayment schedule for the repayment of the amounts borrowed. The Agency has not submitted an OB Resolution approving the repayment schedule. Once the OB approves the loan and loan repayment schedule, and the corresponding OB action is approved by Finance, the Agency may request funding for this item on a future ROPS. Therefore, this item is not an enforceable obligation and the requested amount of \$985,000 is ineligible for RPTTF funding at this time.

(above excerpt taken from the DOF correspondence dated March 23, 2018)

Staff has prepared the requested documents (attached) for DOF compliance and is seeking approval of the Successor Agency and the Oversight Board to proceed with the DOF recommendations.

Upon approval by the Oversight Board, of the attached Resolution, staff will submit to the DOF and request a "Meet & Confer". In addition, staff will seek to revise the ROPS during the DOF revision period.

Recommendation:

Review and authorize staff to submit to the Oversight Board for review/approval.

RESOLUTION NO. _____

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING CERTAIN PAYMENTS AS ENFORCEABLE OBLIGATIONS OF THE SUCCESSOR AGENCY OF THE CALIFORNIA CITY REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34179(h)(1) & 34171(d)(1)(G)

RECITALS:

A. The City Council of the City of California City (the "City") adopted Resolution No. 01-12-2449 on January 11, 2012, pursuant to Part 1.85 of the California Health and Safety Code electing for the City to serve as the successor agency for the City of California City Redevelopment Agency (the "Successor Agency") upon the dissolution of the California City Redevelopment Agency.

B. The Oversight Board of the Successor Agency (the "Oversight Board") has been duly appointed and constituted pursuant to Section 34179 of part 1.85 of the California Health and Safety Code; and

C. Health and Safety Code section 34179(h)(1) requires the Oversight Board to approve a repayment schedule of amounts borrowed from the Low and Moderate Income Housing Fund; and

D. Health and Safety Code section 34171(d)(1)(G) requires the Oversight Board to provide the Department of Finance a resolution approving enforceable obligations to be included on the Recognized Obligation Payment Schedule.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. This Resolution is adopted pursuant to Health and Safety Code Sections 34179(h)(1) and 34171(d)(1)(G).

Section 3. The Oversight Board hereby approves pass through payments to the Kern County Superintendent of Schools in the amount of \$22,181.00 and to the Mojave Unified School District in the amount of \$102,839.00 as shown in Exhibit "A" pursuant to Health and Safety Code Section 34179(h)(1).

Section 4. The Oversight Board hereby approves the payment schedule to the Low and Moderate Income Housing Fund totaling \$985,000 as shown in Exhibit "B" pursuant to Health and Safety Code Section 34171(d)(1)(G).

Section 5. The Secretary is hereby authorized and directed to file a certified copy of this Resolution with the County Auditor-Controller and the State Department of Finance.

Section 6. Pursuant to Health and Safety Code Section 34179(h), all actions taken by the Oversight Board may be reviewed by the State of California Department of Finance, and therefore, this Resolution shall not be effective for three (3) business days, pending a requires for review by the State of California Department of Finance

PASSED AND ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman – Oversight Board

ATTEST:

Denise Hilliker, Secretary / City Clerk

I hereby certify that the foregoing resolution was duly and regularly adopted by the Oversight Board of the Successor Agency at the regular meeting thereof held on _____, 2018.

Denise Hilliker, Secretary / City Clerk

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is dated as of the ____ day of November, 2017, by and between the following parties:

1. Kern County Superintendent of Schools, a California public education entity ("KCSOS"); and
2. Mojave Unified School District, a California public school district ("MUSD"); and
3. California City Successor Agency ("Cal-City SA") to the former California City Redevelopment Agency ("Cal-City RDA").

KCSOS and MUSD may be referred to herein as the local educational agencies ("LEA's"). KCSOS, MUSD and Cal-City SA may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, the LEA's have asserted that provisions of the Health and Safety Code required the former Cal-City RDA to make pass-through payments pursuant to AB 1290 ("Pass-through Payments") to the LEA's as local taxing entities within the former Cal-City RDA project areas; and

B. WHEREAS, KCSOS has asserted that under the provisions of that certain Tax Sharing Agreement dated July 10, 1989 by and between the Cal-City RDA and KCSOS, the former Cal-City RDA was required to make agreement payments equal to fifty percent (50%) of KCSOS's share of the tax increment that the Cal-City RDA received from its original project area ("Agreement Pass-through Payments") to KCSOS from and after fiscal year 1994-95, for each fiscal year thereafter during the term of the redevelopment plan; and

C. WHEREAS, KCSOS has further asserted that such Agreement Pass-through Payments were underpaid or not paid by the former Cal-City RDA to KCSOS and that AB 1290 Pass-through Payments due from the former Cal-City RDA to the LEAs have either been unpaid or underpaid; and

D. WHEREAS, in accordance with Health and Safety Code Section 34173(g), the Successor Agency is a separate legal entity from the City of California City and the liabilities and/or assets of the RDA and Successor Agency do not transfer to the City of California City.

E. WHEREAS, pursuant to ABX1 26, on February 1, 2012, the Cal-City RDA was dissolved, and the Cal-City SA was created by law to wind-down the operations and business of the former Cal-City RDA; and

F. WHEREAS, in June, 2013, KCSOS, through its consultant Public Economics, Inc. made, on behalf of itself and MUSD, an initial request to the Cal-City SA for unpaid Agreement Pass-through Payments for Fiscal Years 2008-09 through 2010-11, and unpaid or underpaid AB 1290 Pass-through Payments for fiscal years 2008-09 through 2010-11 ("Pre-Dissolution Pass-through Payments"); and

G. WHEREAS, KCSOS and MUSD filed in Kern County Superior Court a Verified Petition for Writ of Mandate and Complaint for Declaratory Relief and Breach of Contract against Cal-City SA on or about June 29, 2015 (Case No. BCV 15-100357 NFT) (the "Writ Action"); and

H. WHEREAS, California Health and Safety Code § 34180 provides the following:

All of the following successor agency actions shall first be approved by the oversight board:

(a) The establishment of new repayment terms for outstanding loans where the terms have not been specified prior to the date of this part. An oversight board shall not have the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1).

(b) The issuance of bonds or other indebtedness or the pledge or agreement for the pledge of property tax revenues (formerly tax increment prior to the effective date of this part) pursuant to subdivision (a) of Section 34177.5.

(c) Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

(d) Merging of project areas.

(e) Continuing the acceptance of federal or state grants, or other forms of financial assistance from either public or private sources, if that assistance is conditioned upon the provision of matching funds, by the successor entity as successor to the former redevelopment agency, in an amount greater than 5 percent.

(f) (1) If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

(2) If no other agreement is reached on valuation of the retained

assets, the value will be the fair market value as of the 2011 property tax lien date as determined by an independent appraiser approved by the oversight board.

(g) Establishment of the Recognized Obligation Payment Schedule.

(h) A request by the successor agency to enter or reenter into an agreement with the city, county, or city and county that formed the redevelopment agency that it is succeeding pursuant to Section 34178. An oversight board shall not have the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1). Any actions to establish or reestablish any other agreements that are authorized under this part, with the city, county, or city and county that formed the redevelopment agency are invalid until they are included in an approved and valid Recognized Obligation Payment Schedule.

(i) A request by a successor agency or taxing entity to pledge, or to enter into an agreement for the pledge of, property tax revenues pursuant to subdivision (b) of Section 34178.

(j) Any document submitted by a successor agency to an oversight board for approval by any provision of this part shall also be submitted to the county administrative officer, the county auditor-controller, and the Department of Finance at the same time that the successor agency submits the document to the oversight board.

(Amended by Stats. 2015, Ch. 325, Sec. 14. Effective September 22, 2015.)

H. WHEREAS, California Health and Safety Code § 34181 provides the following:

The oversight board shall direct the successor agency to do all of the following:

(a) (1) Dispose of all assets and properties of the former redevelopment agency; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset. Any compensation to be provided to the successor agency for the transfer of the asset shall be governed by the agreements relating to the construction or use of that

asset. Disposal shall be done expeditiously and in a manner aimed at maximizing value. Asset disposition may be accomplished by a distribution of income to taxing entities proportionate to their property tax share from one or more properties that may be transferred to a public or private agency for management pursuant to the direction of the oversight board.

(2) "Parking facilities and lots dedicated solely to public parking" do not include properties that generate revenues in excess of reasonable maintenance costs of the properties.

(b) Cease performance in connection with and terminate all existing agreements that do not qualify as enforceable obligations.

(c) Transfer housing assets pursuant to Section 34176.

(d) Terminate any agreement, between the dissolved redevelopment agency and any public entity located in the same county, obligating the redevelopment agency to provide funding for any debt service obligations of the public entity or for the construction, or operation of facilities owned or operated by such public entity, in any instance where the oversight board has found that early termination would be in the best interests of the taxing entities.

(e) Determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the oversight board for its approval. The board may approve any amendments to or early termination of those agreements if it finds that amendments or early termination would be in the best interests of the taxing entities.

(f) All actions taken pursuant to subdivisions (a) and (c) shall be approved by resolution of the oversight board at a public meeting after at least 10 days' notice to the public of the specific proposed actions. The actions shall be subject to review by the department pursuant to Section 34179 except that the department may extend its review period by up to 60 days. If the department does not object to an action subject to this section, and if no action challenging an action is commenced within 60 days of the approval of the action by the oversight board, the action of the oversight board shall be considered final and can be relied upon as conclusive by any person. If an action is brought to challenge an action involving title to or an interest in real property, a notice of pendency of action shall be recorded by the claimant as provided in Title 4.5 (commencing with Section 405) of Part 2 of the Code of Civil Procedure within a 60-day period.

I. WHEREAS, to avoid protracted and costly litigation, the Parties have now reached a full and final settlement of the Writ Action relating to the amount of these Pre-Dissolution Pass-through Payments that have been alleged to remain due and owing to the LEA's, which the Parties recognize and acknowledge are subject to approval by the Oversight Board and California Department of Finance.

J. WHEREAS, the Parties maintain that these Pre-Dissolution Pass-through Payments constitute enforceable obligations of the Cal-City SA per Health and Safety Code Section 34171(d)(1)(C), since (i) they are "obligations imposed by State law" for years prior to dissolution of the Cal-City RDA, and (ii) the Agreement Pass-through Payments are required by a "legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy," and (iii) they are not "pass-through payments that are made by the county auditor-controller pursuant to Health and Safety Code Section 34183," which payments are exclusively for years after dissolution of the Cal-City RDA, and (iv) per Health and Safety Code Section 34171(d)(1)(D), they are obligations pursuant to a settlement in order to avoid a potential judgment entered by a competent court of law that may involve a larger amount of both Pre-Dissolution Pass-Through Payments and legal costs, and (v) per Health and Safety Code Section 34171(d)(1)(F), they represent an agreement concerning litigation expenses related to settlements.

TERMS OF SETTLEMENT

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **Contingencies:** Except as otherwise set forth herein, the parties acknowledge and agree that no term of this Settlement Agreement shall be binding on any Party to the Agreement unless and until all of the following contingencies are met: (a) each Party's governing board duly approves this Settlement Agreement, (b) the Oversight Board to the Cal-City SA ("Cal-City OB") duly approves this Settlement Agreement as a part of the Successor Agency's Recognized Obligation Payment Schedule ("ROPS") by resolution and submits such resolution to the State Department of Finance ("DOF"), and (c) DOF has not requested review or reconsideration of approval by the Cal-City OB of the foregoing action, or if the DOF has requested review or reconsideration of approval by the Cal-City OB of the foregoing action, such reviewed or reconsidered approval by the Cal-City OB has been finally approved by the DOF. If DOF issues a final decision disapproving the Settlement Agreement, the Cal-City Successor Agency shall not have any further duty with respect to this Settlement Agreement, and this Settlement Agreement shall be null and void.
2. **Settlement of Claims:** The Parties hereby agree to resolve all disputes related to Writ Action and the amount of Pre-Dissolution Pass-through Payments due to the LEA's in the total amount of One Hundred Twenty-Five Thousand Dollars and 00/100 Cents (\$125,000.00) paid as follows:

- a) KCSOS Obligation. The Cal-City SA shall pay solely from funds it receives from the Real Property Tax Trust Fund ("RPTTF") in accordance with Subsection c) of this Section 2, the sum of Twenty Two Thousand One Hundred Sixty-One Dollars and 00/100 Cents (**\$22,161.00**) in full satisfaction of the Pre-Dissolution Pass-through Payments owed to KCSOS (the "KCSOS Obligation").
- b) MUSD Obligation. The Cal-City SA shall pay solely from funds it receives from the RPTTF in accordance with Subsection c) of this Section 2, the sum of One Hundred Two Thousand Eight Hundred Thirty-Nine Dollars and 00/100 Cents (**\$102,839.00**) in full satisfaction of the Pre-Dissolution Pass-through Payments owed to MUSD (the "MUSD Obligation") and together with the KCSOS Obligation, the ("LEA Obligations"). MUSD covenants to use the majority of the MUSD Obligation on capital expenditures benefitting schools located within the city limits of California City, and to remit to the Cal-City SA an accounting of its expenditures demonstrating compliance with this section.
- c) RPTTF. Following the Parties' approval of this Settlement Agreement, the Cal-City SA shall submit the LEA Obligations to the Cal-City OB and the DOF, on the Recognized Obligation Payment Schedule for the 18-19A ROPS period covering payments commencing July 1, 2018 and concluding December 31, 2018 (the "ROPS 18-19A Period"). The Parties acknowledge and agree that payments for the LEA Obligations: (a) shall be limited to RPTTF monies received via ROPS 18-19, as approved by DOF, (or if RPTTF monies received via ROPS 18-19 are insufficient, limited to RPTTF monies received via subsequent ROPS, until the LEA Obligations are paid in full.
- d) Dismissal of Action. No later than five calendar days after the Cal-City SA has submitted documentation to KCSOS and MUSD that ROPS 18-19A, which includes the LEA Obligations, has become valid pursuant to Health and Safety Code section 34177(l)(2), KCSOS and MUSD shall dismiss with prejudice as to the Cal-City SA the Writ Action. Cal-City SA agrees to support and advocate for approval of this Settlement Agreement and ROPS 18-19 (and subsequent ROPS, if necessary) with the Cal-City OB.
- e) If DOF initially disapproves of the LEA Obligations on ROPS 18-19, or on any future ROPS as the case may be, Cal-City SA shall timely request a meet and confer session with DOF. Cal-City SA shall notify KCSOS and MUSD of DOF's initial disapproval, of the meet and confer request, and of the meet and confer date, time, and location, and shall invite KCSOS and MUSD to participate in the meet and confer session. Cal-City SA shall urge DOF in the meet and confer session to approve the LEA Obligations. If, following the meet and confer session, DOF

issues a final decision disapproving the LEA Obligations, Cal-City SA shall not have any further duty with respect to this Settlement Agreement.

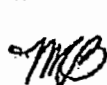
3. **Release and Waiver of Claims:**

a) Excepting the obligations arising out of this Settlement Agreement, each Party, on behalf of itself, and all present or former Board members, officers, employees, agents, attorneys and representatives, successors and assigns, and each of them (the "Party Representatives"), does hereby fully and finally settle, release, relieve, acquit and forever discharge all other Parties and their Party Representatives from any and all claims, claims for indemnification or contribution, complaints, causes of action, demands, liabilities, losses, or damages, including attorneys' fees and costs, experts' and consultants' fees and costs, whether asserted, or that could have been asserted, known or unknown, which the Party or Party Representatives may now or hereafter have against any other Party and their Party Representatives, arising out of or in any way related to the matters herein.

b) Each of the Parties hereto acknowledges that it is familiar with Section 1542 of the California Civil Code which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

c) Except as provided for specifically in this Settlement Agreement, the Parties waive and relinquish any and all rights and benefits which they may have under, or which may be conferred upon them by the provisions of Section 1542 of the California Civil Code, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the subject matter of this Settlement Agreement. In connection with such waiver and relinquishment, the Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Settlement Agreement, but that it is the intention of each of the Parties to this Settlement Agreement to hereby fully, finally and forever waive said claims, whether known or unknown, suspected or unsuspected, which concern, arise out of, or are in any way connected with the matters set forth in this Settlement Agreement.









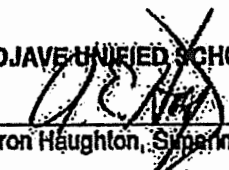
- d) Except for proceedings to enforce the terms of this Settlement Agreement and proceedings related to matters not released by this Settlement Agreement, the Parties covenant and agree that at no time subsequent to the date of their respective executions of this Settlement Agreement will they file or maintain or cause or knowingly permit the filing or maintenance of, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, any charge, claim, or action of any kind, nature or character whatsoever, known or unknown, which they may now have, or have ever had, or which they may later discover, against another Party or Parties, which is based in whole or in part on any act, omission or event relating to the matters herein. The Parties agree that this Settlement Agreement shall constitute a full and complete defense to, and may be used as a basis for a permanent injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted by any of them in breach of this Settlement Agreement. Any damages suffered by any of the Parties by reason of any breach of the provisions of this Settlement Agreement by any of the other Parties shall be recoverable including attorneys' fees and costs reasonably incurred in instituting, prosecuting or defending any action, grievance, or proceeding resulting from said breach of this Settlement Agreement.
4. **No Admission of Liability:** This Settlement Agreement embodies a compromise of disputed issues and is made in good faith. The Parties understand that no Party hereto admits any negligence, breach of contract, or any wrongdoing in connection with the matters herein referred to, and that the compromise embodied in this Settlement Agreement is not an admission of any fault, liability, or culpability by any Party.
5. **Attorneys' Fees:** Except in any proceeding to enforce this Settlement Agreement, each Party shall bear its own fees and costs.
6. **Enforcement of Settlement:** In any proceeding to enforce any rights and/or construe any obligations under this Settlement Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred, including compensation paid to experts.
7. **Authority:** Subject to the provisions of Paragraph 2. c), above, recognizing the need for approval by the Cal-City OB and DOF, each Party represents and warrants that it has full power and authority to enter into and perform this Settlement Agreement and that the person executing this Settlement Agreement on behalf of that Party has been properly authorized and empowered to enter into this Settlement Agreement and bind that Party hereto.

8. **Interpretation:** This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of California, provided that no provision of this Settlement Agreement shall be interpreted for or against a Party because that Party or Parties' legal representative drafted such provision, and that this Settlement Agreement shall be construed as if jointly prepared by the Parties.
9. **Independent Counsel:** Each of the Parties to this Settlement Agreement warrants that it has, through its representatives, carefully read and understood the terms and conditions of this Settlement Agreement, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
10. **Drafting of Agreement By All The Parties:** This Settlement Agreement shall be deemed to have been prepared by all the Parties to the Agreement.
11. **Amendments:** No modification, waiver, or amendment to this Settlement Agreement shall be valid unless the same is in writing and executed by the Party against which the enforcement of such modification, waiver or amendment is or may be sought.
12. **Counterparts:** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Settlement Agreement binding all the Parties hereto.
13. **Severability:** The Parties agree that should any provision of this Settlement Agreement, or any portion of any provision, be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of the provision and the Settlement Agreement shall nonetheless remain binding in effect, unless this would result in a substantial failure of consideration.
14. **Waiver:** Except as may be provided expressly in writing by each Party, no action or want of action on the part of any Party hereto at any time to exercise any rights or remedies conferred upon it under this Settlement Agreement shall be, or shall be asserted to be, a waiver on the part of any such Party of any of its rights or remedies hereunder.
15. **Performance of Settlement:** The Parties agree to perform any further acts and execute and deliver any further documents that may reasonably be necessary to carry out the provisions of this Settlement Agreement. The LEA's shall be responsible for all costs, including attorneys' fees incurred by the Cal-City SA related to any meet and confer process with DOF or any litigation, arising out of the inclusion of the LEA Obligations on ROPS 17-18B.

16. **Indemnity and Hold Harmless:** LEAs agree to and shall defend, indemnify and hold harmless the Cal-City SA and the City of Cal-City and each agency's officers, agents and employees, from any and all claims; demands; liabilities; costs and expenses including, but not limited to, attorney's fees; damages; causes of action; and judgments, in any manner arising out of this Settlement Agreement. The LEAs obligations pursuant to this paragraph are joint and several obligations of the LEAs. The Cal-City SA or the City of Cal-City may, in its discretion, participate in the defense of any such legal action.
17. **No Assignment:** The Parties expressly warrant that they have not assigned or transferred any claims to any other individuals or entities.
18. **Binding Effect:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their assigns, agents, brokers, attorneys, representatives, affiliates, successors, predecessors, divisions, employees, or any other related person or entity, known or unknown, acting by, through or in concert with them.
19. **Entire Agreement:** There are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the Parties hereto relating to the subject matter of this Settlement Agreement which are not fully expressed herein. This Settlement Agreement shall be interpreted according to its own terms, as defined in this Settlement Agreement or otherwise according to their ordinary meaning without any parole evidence. This is an integrated Settlement Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF the Parties have caused this Settlement Agreement to be executed on the day and year first written above.

<p>Approved as to form:</p>  <p>SCHOOLS LEGAL SERVICE Christopher P. Burger Attorneys for the LEA's</p>	<p>KERN COUNTY SUPERINTENDENT OF SCHOOLS  Mary C. Barlow, Ed. D. Superintendent of Schools</p> <p>MOJAVE UNIFIED SCHOOL DISTRICT  Aaron Houghton, Superintendent</p>
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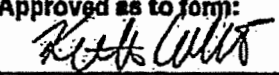
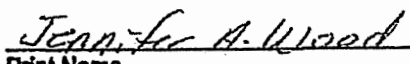
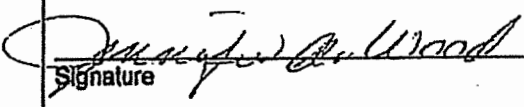
<p>Approved as to form:</p>  <p>JONES & MAYER Keth F. Collins Attorneys for the Cal-City Successor Agency</p>	<p>CAL-CITY SUCCESSOR AGENCY  Print Name  Signature</p>
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EXHIBIT "A"

BREAKDOWN OF PAYMENTS TO LEAs

LEA	AMOUNT DUE
KCSOS	\$ 22,161
MUSD	\$ 102,839
Total	\$ 125,000

City of California City Successor Agency

May 8, 2018

TO: Members of the California City Successor Agency

FROM: Bob Stockwell, Executive Director - City Manager

SUBJECT: Distribution of funds from the sale of Successor Agency Properties

Background

Pursuant to Health and Safety Code Section 34173(d), the City of California City elected to become the Successor Agency to the former California City Redevelopment Agency ("Successor Agency") by Resolution No. 01-12-2449 on January 11, 2012; and pursuant to Health and safety Code Section 34173(g), the Successor Agency is now a separate legal entity from the City.

Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a Long-Range Property Management Plan ("Property Management Plan") that addresses the disposition and use of the real properties of the former redevelopment agency. The staff of the Successor Agency to the former California City Redevelopment Agency prepared a Long-Range Property Management Plan (LRPMP), which fully complies with the requirements for such plans set forth in Health & Safety Code, Section 34191.5 and identifies each of the real property assets of the California City Successor Agency (former California City Redevelopment Agency), including the Agency's preferred methods of disposing of those assets with the sale proceeds being applied to enforceable obligations.

On December 30, 2015, at a noticed public meeting the Oversight Board reviewed and approved the proposed Long-Range Property Management Plan for submittal to the Department of Finance.

To date, the Successor Agency has entered into property sale agreements as follows:

- November 8, 2016; K&D Estates purchased 8.58 acres. APN 205-330-26, for \$64,856.40.
Proceeds received 06/23/17.
- December 1, 2016; Meister & Meister purchased 3.96 acres. APNs 302-510-05, 302-510-06, 302-510-07, 302-510-08, 302-510-09, 302-510-10, for \$333,216.40.
Proceeds received 06/28/17.
- June 28, 2017; Canna Pharmaceuticals purchased 29.27 acres. APN 216-010-02, for \$585,000.00.

Proceeds received as follows: \$15,000.00 (Deposit) 09/21/17
Balance of proceeds received: \$570,000.00 02/27/18

Recommendation

Staff recommends the following, and upon completion of review, direct staff to forward to the Oversight Board for their review and approval.

Proceeds received from K&D Estates in the amount of \$64,856.40, and Meister & Meister in the amount of \$333,216.40, as these properties are a portion of the "317" Project area of which the agency had borrowed funds from the SDI to purchase the approximate 317 acres of land for a Master Planned Community Development Project, which we refer to as "The Villages Specific Plan". The Department of Finance has denied the repayment of the SDI notes on the Recognized Obligation Payment Schedule (ROPS), since 2012. Therefore, these funds cannot be used to pay down the SDI note as it is not an enforceable obligation. With this in mind, staff recognizes that the City of California City has been covering most, if not all of the administrative costs associated with the Administration of the Successor Agency. To date the Successor Agency is in arrears for Administrative costs in the amount of \$120,902.72. Staff recommends reimbursing the City in the amount of \$120,902.72

Proceeds received from Canna Pharmaceuticals in the amount of \$585,000.00 be dispersed to the Van Pray Land Note. Current balance of note: \$1,377,258.90 (as of May 31, 2018). This property is a portion of the property that the Redevelopment Agency purchased from Van Pray, (approx. 152 acres), in November 2007. This payment would be applied to the principal balance thus significantly reducing the obligation by 2.5 years. The Van Pray Note is an enforceable obligation per the approved ROPS 17/18. New Amortization schedule reflecting this payment if approved, is attached for reference.

RESOLUTION NO. _____

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY
APPROVING DISTRIBUTION OF FUNDS FROM PROPERTY DETAILED IN
THE LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO
HEALTH AND SAFETY CODE SECTION 34191.5 FOR THE DISPOSITION OF
REAL PROPERTY ASSETS OF THE FORMER CALIFORNIA CITY
REDEVELOPMENT AGENCY**

RECITALS:

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the City of California City elected to become the Successor Agency to the former California City Redevelopment Agency ("Successor Agency") by Resolution No. 01-12-2449 on January 11, 2012; and

WHEREAS, pursuant to Health and safety Code Section 34173(g), the Successor Agency is now a separate legal entity from the City; and

WHEREAS, Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a Long-Range Property Management Plan ("Property Management Plan") that addresses the disposition and use of the real properties of the former redevelopment agency; and

WHEREAS, the staff of the Successor Agency to the former California City Redevelopment Agency prepared a Long-Range Property Management Plan (LRPMP), which fully complies with the requirements for such plans set forth in Health & Safety Code, Section 34191.5 and identifies each of the real property assets of the California City Successor Agency (former California City Redevelopment Agency), including the Agency's preferred methods of disposing of those assets with the sale proceeds being applied to enforceable obligations; and

WHEREAS, the Successor Agency has received revenues from property sales listed in the LRPMP, through May 2018, as follows;

- November 8, 2016; K&D Estates purchased 8.58 acres. APN 205-330-26, for \$64,856.40.
Proceeds to be distributed to the city for reimbursement of Administrative fees and charges through April 30, 2018.
- December 1, 2016; Meister & Meister purchased 3.96 acres. APNs 302-510-05, 302-510-06, 302-510-07, 302-510-08, 302-510-09, 302-510-10, for \$333,216.40.

- Proceeds to be distributed to the city for reimbursement of Administrative fees and charges through April 30, 2018, and Administrative fees associated with legal costs of property disposition.
- June 28, 2017; Canna Pharmaceuticals purchased 29.27 acres. APN 216-010-02, for \$585,000.00.
Proceeds received as follows: \$15,000.00 09/21/17
Balance of proceeds received: \$570,000.00 02/27/18
Proceeds to be distributed to the Van Pray Land Note, dated November 6, 2007.

NOW, THEREFORE BE IT RESOLVED by the Oversight Board to the former dissolved California City Redevelopment Agency as follows:

SECTION 1. Distribution of funds as follows:

- K&D Estates \$64,856.40.
Proceeds to be distributed to the city for reimbursement of Administrative fees and charges through April 30, 2018.
- Meister & Meister \$333,216.40.
Proceeds to be distributed to the city for reimbursement of Administrative fees and charges through April 30, 2018, and Administrative fees associated with legal costs of property disposition.
- Canna Pharmaceuticals \$585,000.00.
Proceeds to be distributed to the Van Pray Land Note, dated November 6, 2007.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Oversight Board for the California City Successor Agency to the California City Redevelopment Agency at a Special Meeting held on the 9th day of May 2018.

PASSED AND ADOPTED by the

PASSED AND ADOPTED this 9th day of May 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairman – Oversight Board

ATTEST:

Denise Hilliker, City Clerk/Secretary

I hereby certify that the foregoing resolution was duly and regularly adopted by the Oversight Board of the Successor Agency at the special meeting thereof held on May 9, 2018.

Denise Hilliker, City Clerk/Secretary

